

August 12, 2025

**To: ALL QUALIFIED FIRMS**

**SUBJECT: REQUEST FOR EXPRESSIONS OF INTEREST  
ORDER FOR PROFESSIONAL SERVICES NO. T4103  
CONSTRUCTION MANAGER FOR NEWARK BAY-HUDSON COUNTY EXTENSION IMPROVEMENTS PROGRAM Project 1  
MP N0.0 to N4.1**

Enclosed herewith is a Request for Expressions of Interest (“RFEOI”) by the New Jersey Turnpike Authority (“Authority”) for professional engineering services required for construction management of the Newark Bay-Hudson County Extension (“NB-HCE”) Improvements Program - Project 1 – Milepost N0.0 to N4.1 (“Project 1”) (see Attachment B). Henceforth, the project limits as described above will be referenced as Project 1 within the RFEOI solicitation. In accordance with N.J.A.C. 19:9-2.8(b), this Order for Professional Services (“OPS”) is considered a COMPLEX procurement.

To be considered as eligible and qualified to submit an Expression of Interest (“EOI”) for the professional engineering services being solicited in this RFEOI, a Firm must be prequalified in the following Profile Code:

Profile Code	Description
B151	Construction Management

A Qualified Firm, eligible to submit an EOI for this RFEOI solicitation, is one that has a **current approved** “Professional Service Prequalification Questionnaire” (“PSPQ”) package on file with the Authority at the time of EOI submission. A current PSPQ is one that has been on file with the Authority for no more than 24 months or in certain cases for not more than 12 months as per N.J.A.C. 19:9-2.8(c).

Prequalification is not required for subconsultants. Prequalification **is** required for Joint Ventures.

A list of Qualified Firms eligible to submit an EOI for the above-referenced assignment is attached (see Attachment B (Subsection B5)). \*Joint Ventures (\*Qualified 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.

The Authority is seeking participation of Small Business Enterprises (“SBE”) as subconsultants to the Qualified Firm that is awarded a contract under this RFEOI (Successful Qualified Firm). The SBE project goal is 25%. The Authority has also adopted a Disabled Veteran Owned Business (“DVOB”) Enterprise Program (the “DVOB Program”) pursuant to which the Successful Qualified Firm must make a good faith effort to award at least three (3) percent of the assignment to DVOBs, all as more fully described in this RFEOI. See Attachment C (Subsection 12, “Small Business Enterprise and Disabled Veteran Owned Business Programs”).

All submittals required pursuant to N.J.S.A. 19:44A-20.13 to 20.25 (P.L. 2005, c.51), N.J.S.A. 19:44-20.26 (P.L. 2005, c.271s.2), P.L. 2023, c.30 (The Elections Transparency Act), and Executive Order 333 (2023 Murphy) will be requested from the Successful Qualified Firm only. The relevant forms will be transmitted to the Successful Qualified Firm by the Authority and are to be returned to the Authority within five (5) business days from receipt.

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

- ATTACHMENT A: Expression of Interest Submission Requirements (Subsection A1)
- ATTACHMENT B: Procurement Information and Scope of Services (Subsections B1 through B5).
- ATTACHMENT C: Standard Supplemental Information and Forms (Subsections C1 through C13).
- ATTACHMENT D: N.J.A.C. 19:9-2.8 Procedure for Prequalification and Award of Contracts for Architectural, Engineering and Land Surveying Services.

## **STAFF QUALIFICATIONS**

It will be the Successful Qualified Firm's responsibility to ensure that the project is fully and adequately staffed for the successful completion of the project.

A description of services being solicited by this RFEI which includes specific requirements relating to staffing required for the project can be found in Attachment B (Subsection B2, "Scope of Services").

## **PROGRAM DESCRIPTION**

The NB-HCE Improvements Program ("the Program") has been developed to replace the entire length of the 8.1 mile NB-HCE corridor from New Jersey Turnpike Interchange 14 (Milepost N0.0) in Newark to the eastern terminus of the Authority's jurisdiction at Jersey Avenue (Milepost N8.1) in Jersey City. The NB-HCE is a primary corridor connection from the region to port terminals, major residential and commercial developments, and New York City via the Holland Tunnel. The existing structures that carry the mostly elevated NB-HCE roadway, originally constructed in 1956, are nearing the end of their serviceable life. The Program corridor runs through Essex and Hudson Counties which include three municipalities: Newark, Bayonne, and Jersey City. The Program will address the integrity of the roadway and structures, the need to improve regional mobility, as well as the need to improve safety. The Authority has engaged a Program Management Team ("PM Team") for the Program, and final design services for the Program began in early 2024.

The Authority's highest priority of Project 1 of the Program is to replace the existing Newark Bay Bridge as well as all structure, ramps, and roadways necessary to move both directions of NB-HCE traffic off the existing structure to a new Westbound Newark Bay Bridge by July 1, 2031. Subsequently, the demolition of the existing Newark Bay Bridge and associated structures will occur, and a new Eastbound Newark Bay Bridge will be available for traffic by July 3, 2036, at which time the final dedicated westbound and eastbound traffic configurations will be implemented.

The work to be performed by the Successful Qualified Firm under this OPS will consist of construction management services for Project 1, consistent of three design sections of the Program. Project 1 generally comprises of the following work:

Section 1 - The replacement of the HEW and HWE roadways and the Interchange 14 ramp system between Mileposts N0.0 and N1.3, inclusive of Structure Nos. N0.16A, N0.28A, N0.28C, N0.28D, N0.75, 104.74A, 104.82B and N2.01W up to approximately Pier W30. This work will also include the demolition of the existing bridges;

Section 2 - The replacement of the Newark Bay Bridge over Newark Bay, specifically Structure Nos. N2.01W, N2.01, and N2.01E with staged twin cable-stayed bridges to accommodate four travel lanes and standard full left and right shoulders in each direction across the Newark Bay from approximately Milepost N1.3 to N2.9. This work will also include the demolition of the existing bridges including the continuous tied arch through truss over the navigable channel of Newark Bay; and

Section 3 - The replacement of the HEW and HWE roadways, Interchange 14A ramp systems and associated structures from Mileposts N2.9 to N4.1, inclusive of Structure Nos. N3.00, N3.24, N3.39, N3.53B, N3.53D and N3.73. This work will also include the demolition of the existing bridges.

The Authority will utilize a Secure File Sharing site ("Kiteworks") to share with and receive information from the Qualified Firms. Access to Kiteworks will be provided to the Qualified Firms via e-mail. Reference materials (*preliminary plans, studies, reports, etc.*) for this RFEI will be made available for review in the "Reference Materials" folder.

If there are any questions or issues related to Kiteworks, please contact Jennifer Romero via e-mail at [jromero@njta.com](mailto:jromero@njta.com). The subject line should read "OPS No. T4103, Kiteworks Information".

### **SUBMISSION REQUIREMENTS FOR EXPRESSION OF INTEREST**

Qualified Firms that are interested in being considered to perform these services as specified in the RFEOI, must submit a total of **five (5)** EOIs no later than **10:00 am** on **Wednesday, September 10, 2025** as follows: **One (1) PDF** copy uploaded to the "EOI" folder in Kiteworks and in accordance with the following naming convention: "OPS No. T4103-EOI-[Firm Name]"; and **four (4) hard copies** (one original with cover clearly marked "**Original**" and three copies) of the EOI shall be delivered to the Authority's Headquarters with the package clearly labeled with the Qualified Firm's name and the words, "EOI - OPS No. T4103", no later than the date and time referenced above. **Late submissions will not be considered** and will be returned unopened.

Expressions of Interest received by the date and time specified above, will be publicly opened via conference call only on submission closing date. Conference call details will be made available on the Authority's website at <https://www.njta.com/doing-business/current-solicitations>.

For anyone who wishes to participate, conference call access shall be open five (5) minutes prior to the time specified and shall remain open until all submitted proposer firm names have been read.

**Expressions of Interest shall be delivered/addressed as follows:**

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

**New Jersey Turnpike Authority  
1 Turnpike Plaza  
Woodbridge, NJ 07095  
Attn: Engineering Department; Enrico Paternostro,  
Manager Structures-Construction**

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

**New Jersey Turnpike Authority  
P.O. Box 5042  
Woodbridge, NJ 07095-5042  
Attn: Engineering Department; Enrico Paternostro,  
Manager Structures- Construction**

### **INQUIRIES**

Inquiries pertaining to this RFEOI are to be directed in writing to Enrico Paternostro, via e-mail at [epaternostro@njta.com](mailto:epaternostro@njta.com) with a copy to Elena Cancelliere, via e-mail at [cancelliere@njta.com](mailto:cancelliere@njta.com). The subject line should read "OPS No. T4103 - EOI Inquiry". **The deadline for inquiries is August 25, 2025.** The Authority will respond to all written inquiries received by the deadline. 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 August 27, 2025.**

Qualified Firms will be responsible for submitting their EOI in accordance with this RFEOI and any modifications, revisions, and/or clarifications to this RFEOI, as may be issued by the Authority.

### **FIRM SELECTION**

Upon receipt of the EOIs, and in accordance with N.J.A.C. 19:9-2.8(e), the Authority will review each Qualified Firm's submission for completeness and shall reject those EOIs that are incomplete. The Authority shall notify all Firms whose EOIs are determined to be incomplete in writing.

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 Technical 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 an RFP. Final selection shall be made in accordance with N.J.A.C. 19:9-2.8(g).

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

RATING FACTORS		WEIGHT (%)	POINTS
1.	Experience of the Qualified Firm and its Subconsultants on Similar Projects	15	45
2.	Experience of the Project Manager on Similar Projects	20	60
3.	Key Personnel's Qualifications and Relevant Experience	15	45
4.	Understanding of the Project and the Authority's Needs	15	45
5.	Approach and Methodology in Performing the Services Required	15	45
6.	Commitment and Ability to Perform the Project and Outstanding Work with the Authority	10	30
7.	Commitment to Quality Management	5	15
8.	Attainment of DVOB and SBE Participation Goals	5	15
		100%	300

**RATING FACTORS** (to be summarized in the **Letter of Interest**):

**1. Experience of the Qualified Firm and its Subconsultants on Similar Projects**

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

The Qualified Firm is required to submit a completed Recent Project Experience Form listing all projects, with the Authority as well as referenced clients provided in the letter of interest, on which the Qualified Firm is currently working, or that have been completed (closed out) within the previous three (3) year period. A separate form shall be provided for the Qualified Firm and for each subconsultant.

**2. Experience of the Project Manager on Similar Projects**

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

The submitted resume of the proposed Project Manager shall be clear, dated and detailed to the related assignment experience. References shall be furnished for each project listed (including 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.

### 3. Key Personnel's Qualifications and Relevant Experience

The Qualified Firm shall identify 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 Qualified 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 submitted resumes of proposed key personnel 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 with phone number and email address for each project).

### 4. Understanding of the Project and the Authority's Needs

Provide an explanation of the Qualified Firm's understanding of the project and the Authority's needs required for the successful completion of the assignment.

#### a. Understanding of the Project

The Qualified 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. Qualified 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.

#### b. Understanding of the Authority's Needs

The Qualified Firm shall demonstrate that it fully understands the needs of the Authority as it relates to the specific scope of work identified in the RFEOI. The Qualified Firm must confirm the deliverables and the schedule for design and construction associated with project specific deliverables. The Qualified Firm should also discuss project management items, including deliverables such as submittal of wage rate approvals and invoicing.

### 5. Approach and Methodology in Performing the Services Required

The Qualified 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 Qualified 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 Qualified Firm shall identify key issues and potential problems and discuss alternatives and options which would lead to resolution. The Qualified 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.

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

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

#### a. Commitment and Ability to Perform the Project

The Qualified 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.

#### b. Outstanding Work with the Authority

The Qualified 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 Qualified Firms 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.

**7. Commitment to Quality Management**

The Qualified Firm shall discuss its Commitment to Quality Management and Quality Assurance/Quality Control ("QA/QC"). The Qualified Firm shall provide a written narrative that describes the Qualified Firm's quality assurance policy and how it intends to implement a quality assurance program specifically for this assignment. The Qualified 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.

**8. Attainment of DVOB and SBE Participation Goals**

The Qualified Firms 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 and Enterprise Services/Department of Treasury as a Disabled Veteran Owned Business Enterprise. Qualified Firms shall demonstrate how they will utilize DVOB Qualified Firms to achieve the 3% goal and add value to the project team.

The Qualified Firms also 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 and Enterprise Services/Department of the Treasury as a Small Business Enterprise.

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

**ORDER FOR PROFESSIONAL SERVICES**

The final OPS Agreement to be awarded and issued to the Firm shall be in a form consistent with the Authority's Standard OPS Agreement for Complex procurements (which is available on the Authority's website at <https://www.njta.com/doing-business/ps-supplemental-forms>).

Very truly yours,

**ORIGINAL SIGNED BY**

Daniel L. Hesslein, P.E.  
Chief Engineer

DLH/CM/ec  
Attachments

c: R. Higham  
E. Paternostro  
C. Miller  
Review Committee  
File

**ATTACHMENT A**  
**Expressions of Interest Submission Requirements**

**Subsection No. and Title**

A1. Expressions of Interest Submission Requirements

## Subsection A1

**Expression of Interest Submission Requirements**

The EOI submission is limited to a maximum of **twenty (20)** pages. This page limitation does not include the documents listed in Items 3-6 below. Only single sided, 8.5x11 inch letter-sized pages with 1-inch minimum borders and a minimum 11-pt font size are permitted unless otherwise noted below.

To be considered for these services, each Qualified Firm, must submit the following:

1. **Letter of Interest (eight pages):** Letter of Interest shall be limited to a total of eight (8) single-sided pages. The letter should state the Qualified Firm's interest, ability, and its commitment to complete the requested professional services listed in Attachment B (Subsection B2), "Scope of Services". Additionally, it should detail, in order, the Qualified Firm's ability to meet the eight rating factors in the above-referenced "Firm Selection" section.

A brief transmittal letter **is excluded** from the above-referenced page count.

2. **Resumes (up to six, each resume two pages in length maximum):** Each resume for the Project Manager, Deputy Project Managers, Cable Stay Bridge Subject Matter Expert (SME), and Lead Office Engineer shall be **no more than two (2) single-sided pages**. Resumes should detail relevant experience, professional/technical qualifications, dates for each project listed, and include one (1) reference for each project listed.
3. **Organizational Chart:** An organizational chart displaying key project team members for all primary tasks, including subconsultants. Provide names, titles, and reporting relationships for all team members. An 11x17 inch fold out page is permitted.
4. **Staffing Estimate:** The detailed staffing estimate for the work described herein shall include each task, by ASCE Grade/Classification, along with an estimate of total hours. A 11x17 inch fold out page is permitted.

The Authority has provided an estimate of the expected staffing for this OPS (see Attachment B (Subsection B3)). This information shall be considered by the Qualified Firm in the preparation of its project staffing schedule which must indicate when, during the course of the project schedule, they intend to deploy each member of the proposed staff and the duration over which the Qualified Firm intends to utilize staff based on the hours provided for in the staffing estimate. Further, the Qualified Firm shall evaluate the hours furnished and provide comment regarding the distribution, by ASCE Grade/Classification, scheduled deployment of staff, and task for which they believe modifications in the Engineer's Estimate may be appropriate to meet the project needs. If no comments are received, the Authority will assume the provided Staffing Estimate is appropriate to complete the assignment.

5. **Proposed Staff:** When proposing the same staff in multiple EOIs, the Qualified Firm must disclose one of the following:
  - a. A statement that all projects utilizing the same staff will be completed on time and include the plan for how that will be accomplished.
  - b. A statement that the Qualified Firm voluntarily withdraws from consideration for other EOIs 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.

The additional pages allowed shall include:

- i. 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).
- ii. One (1) single-sided, letter-sized page resume for up to seven (7) alternative key project personnel stating relevant experience including dates of assignments and professional qualifications.

- iii. Allowance for one (1) single-sided, letter-sized page, if necessary, to explain the Qualified Firm's modified approach to the project if it would be handled differently as a result of utilizing the alternate personnel.

Choosing option 5(c) above will add an additional eight (8) single-sided, letter-sized pages for alternate staff, thus increasing the maximum page allowance to twenty-eight (28) pages (not including Items 3-7 above).

The Qualified Firm shall not include alternate staffing in their EOI unless they are required to do so in accordance with option 5(c) above. When appropriately included in the EOI, the proposed alternate 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.

6. Completed Required Forms as set forth in Attachment C (Subsection C13)

Pages in excess of the stated 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.

**ATTACHMENT B**  
**Procurement Information and Scope of Services**

**Subsection No. and Title**

- B1. OPS Procurement Schedule and Anticipated OPS Project Schedule
- B2. Scope of Services
- B3. Staffing Estimate
- B4. Compensation Basis
- B5. Qualified and Eligible Firms

Subsection B1

**OPS Procurement Schedule**

Request for Expressions of Interest Posted .....	August 12, 2025
Deadline for Written Inquiries .....	August 25, 2025
Posted Responses to Inquiries .....	August 27, 2025
Deadline for Submittal of Expressions of Interest .....	September 10, 2025
Request for Technical and Sealed Fee Proposals .....	September 23, 2025
Deadline for Submittal of Technical Proposals .....	October 20, 2025
Notice of Scheduled Oral Presentations .....	November 3, 2025
Oral Presentation, If Required .....	November 7, 2025
Recommendation to Award OPS .....	December 2025

**Anticipated OPS Project Schedule**

Notice to Proceed .....	January 2026
Completion of Services .....	March 2037
Administration Project Closeout .....	June 2037

Subsection B2  
**Scope of Services**

**INTRODUCTION**

OPS No. T4103 is for professional construction management services for the construction of Project 1 of the Authority's Newark Bay-Hudson County Extension Improvements Program ("the Program") that comprises of the replacement of the NB-HCE roadway and structures between Milepost N0.0 to N4.1, including the replacement of the existing Vincent R. Casciano Bridge (aka Newark Bay Bridge) with twin cable-stayed bridges. Interchange improvements comprise of the replacement of the New Jersey Turnpike Interchange 14 ramp system, inclusive of Ramps TNO, TH, HXT, HS, NOH, HLT, HNO, SH, SIT, SIH, and SOH, as well as the Interchange 14A ramp system, inclusive of Ramps WT, TE, and portions of Ramps ET and TW. The demolition of existing structures within the limits of Project 1 is also included.

The Qualified Firm will account for project needs in their EOI. Qualified Firms are expected to submit an EOI based on the information presented herein, available reference material, and sound professional engineering judgement and experience.

**PROGRAM BACKGROUND**

The Program has been developed to replace the entire length of the 8.1-mile NB-HCE corridor from New Jersey Turnpike Interchange 14 (Milepost N0.0) in Newark to the eastern terminus of the Authority's jurisdiction at Jersey Avenue (Milepost N8.1) in Jersey City. The NB-HCE is a primary corridor connection from the region to port terminals, major residential and commercial developments, and New York City via the Holland Tunnel. The existing structures that carry the mostly elevated eastbound roadway ("HWE") and westbound ("HEW") roadways, originally constructed in 1956, are nearing the end of their serviceable life. The Program corridor runs through Essex and Hudson Counties and includes three (3) municipalities: Newark, Bayonne, and Jersey City. The Program will address the integrity of the roadway and structures, the need to improve regional mobility, as well as the need to improve safety.

The Authority's highest priority for the Program is to replace the existing Newark Bay Bridge ("NBB") and move traffic off the existing structure to a new bridge structure no later than mid-2031. To accomplish this, a new westbound NBB and a portion of the new alignment for the NB-HCE must be available to direct both eastbound and westbound NB-HCE traffic onto a new westbound NBB. It is anticipated that the demolition of the existing NBB and a new eastbound NBB will be completed by 2036, at which time, any temporary crossovers will be abandoned and the final alignments, carrying dedicated westbound and eastbound traffic configurations for the NB-HCE, will be implemented.

**Program Team**

1. **Program Management Team ("PM Team"):** HNTB Corporation and its subconsultants are the PM Team for the Program under OPS No. T3900. The PM Team is assisting the Authority in the management, oversight, design and construction management coordination, program controls, stakeholder coordination, public engagement and information, and reporting of activities of all Design Engineers engaged during final design and construction of the Program. Further, the PM Team manages all public outreach throughout the course of the Program with input and approval from the Authority on the strategy. The PM Team reports directly to the Authority's Chief Engineer or the Chief Engineer's designated representative. The PM Team is considered an extension of the Authority staff and functions in this capacity by handling a wide range of activities and issues on behalf of the Authority, and as directed by the Authority. The PM Team shall be responsible for coordinating, controlling, and reporting on the communication from the Successful Qualified Firm to the Authority.

The PM Team is also responsible for environmental compliance with all applicable federal and state environmental regulations associated with the Program, inclusive of monitoring that environmental commitments and permit requirements are being fulfilled during construction. The PM Team is responsible for the handling and coordination of the environmental issues for the Program with support from the Design Engineers and other firms retained by the Authority for this Program. The PM Team will address a wide range of environmental issues and will work with the Successful Qualified Firm for construction management service and contractors to address environmental compliance.

2. **Preliminary Design Consultant:** The preliminary designer awarded OPS No. T3820 to provide professional engineering services for preliminary design and a portion of the required environmental services for the Program.
3. **Design Engineer:** The Engineer of Record providing professional engineering services for final design as part of Project 1 for design OPS Nos. T3921, T3922, and T3923 of the Program. Further, the Engineer of Record is the professional engineering firm that “signs and seals” the contract documents that the firm is responsible for.
4. **Construction Management Team (“CM Team”):** Successful Qualified Firm for construction management services for OPS No T4103 to provide professional construction management services and oversight for Project 1 and assuring the quality and standards of the Program and Authority are upheld. One of the primary responsibilities for the CM team will be to ensure each Construction Inspection (“CI”) Services Team is performing inspection tasks similarly. In addition to having CM Team staff on-site to coordinate the work between the contracts, the CM Team will request bi-weekly meetings with the contractor and Construction Inspection Services staff to control the work and acceptance procedures. The CM Team will communicate, coordinate, and report to the Authority through the PM Team. The CM Team shall provide oversight of the CI teams that are working within Project 1.

### **Project 1 – Final Design Summary**

Final design services for Project 1 of the Program began in 2024 and are being performed under three separate OPS assignments.

1. **Section 1 – OPS T3921 (MP N0.0 to N1.3):** The Design Engineer for OPS No. T3921, Section 1, of the Program is Michael Baker International, Inc. (“MBI”). Section 1 comprises the replacement of the HEW and HWE roadways and the Interchange 14 ramp system between Mileposts N0.0 and N1.3, inclusive of Structure Nos. N0.16A, N0.28A, N0.28C, N0.28D, N0.75, 104.74A, 104.82B, and N2.01W up to approximately Pier W30. The final design shall accommodate four travel lanes and standard full left and right shoulders in each direction of the NB-HCE. This effort also includes the design of the demolition of existing Interchange 14 ramp structures and elevated HEW and HWE approaches within Section 1.

It is anticipated that Section 1 will consist of two to six construction contracts. The estimated total construction and demolition cost for these improvements is between \$1.75 billion and \$2.25 billion.

2. **Section 2 – T3922 (MP N1.3 to N2.9):** The Design Engineer for OPS No. T3922, Section 2, is Parsons Transportation Group, Inc. (“PTG”). Section 2 comprises the replacement of the NBB over the Newark Bay, including Structure Nos. N2.01W from approximately Pier W30 to the east, N2.01, and N2.01E. The final design shall accommodate four travel lanes and standard full left and right shoulders in each direction. Existing Structure No. N2.01 is a continuous tied arch through truss over the navigable channel of the Newark Bay which will be replaced with twin cable-stayed bridges. This effort also includes the design of the demolition sequence for the existing Structure Nos. N2.01W through approximately Pier W30, N2.01, and N2.01E.

It is anticipated that Section 2 will consist of up to eight construction contracts. Supervision of construction services for one contract (Contract No. T835.770.208), pertaining to the relocation of Peregrine Falcons on the existing bridge structure, will be performed independently of the Program. The estimated total construction and demolition cost for these improvements is between \$2.0 billion and \$2.5 billion.

3. **Section 3 – T3923 (MP N2.9 to N4.1):** The Design Engineer for Section 3 is Gannett Fleming, Inc. (“GF”). Section 3 comprises the replacement of the HEW and HWE roadways and portions of the Interchange 14A ramp system between Mileposts N2.9 and N4.1, inclusive of Structure Nos. N3.00, N3.24, N3.39, N3.53B, N3.53D, and N3.73. The final design shall accommodate four travel lanes and standard full left and right shoulders in each direction of the NB-HCE. This effort also includes the design of the demolition of existing structures within the limits of Section 3.

It is anticipated that Section 3 will consist of two construction contracts. The estimated total construction and demolition cost for these improvements is between \$750 million and \$1.25 billion.

## GENERAL

1. All services provided by the Successful Qualified Firm shall be in strict conformance with Authority requirements and standards of quality as may be found in the Procedures Manual; Design Manual; Construction Manual, Standard Drawings; Sample Design Plans; CADD Standards; latest Standard and Supplemental Specifications; and any specific criteria established for the Program. Authority standard publications and drawings are available on the Authority’s website at [www.njta.com](http://www.njta.com).
2. The Successful Qualified Firm shall be responsible for the thorough understanding of the project requirements, including all applicable codes, environmental permits, and regulations for all aspects of this project. All construction elements must be in full compliance with all applicable codes, regulations, and standards, and shall consider all technical guidelines available.
3. Order for Professional Services Agreement: The CM Team is expected to execute an OPS, a copy of which may be found on the Authority’s website.

## DETAILED SCOPE OF SERVICES

The Successful Qualified Firm is responsible to provide Construction Management Services for Project 1 of the Program. It is expected that the CM Team will provide professional construction management services with minimal assistance and oversight by Authority personnel, to manage all construction activities and ancillary items associated with Project 1. The CM Team will communicate, coordinate, and report to the PM Team along with coordinating with the Authority as directed. The CM Team shall provide personnel and continue to oversee the CI teams that are needed to work within Project 1.

The supervision of construction inspection will be handled by the Successful Qualified Firm under this OPS. The Successful Qualified Firm will be required to submit for approval to the Authority all CI team resumes and their rates that will be tasked with Construction Inspection for Project 1 prior to Phase C documents for each construction contract.

The CM Team will be required to provide assurance that the overall quality and safety standards are maintained in accordance with Authority standards and specifications and Program-specific standards; creating and maintaining a project-wide construction schedule; construction and staffing cost oversight and control (including CM Team and CI staffing costs); construction progress reporting for all construction contracts; monitoring and coordinating, as required, utility relocations; advise, collaborate and assist with early procurement of long lead time items as directed by the PM Team and/or Authority; assuring consistent construction inspection standards are implemented and adhered to by the CI teams; have a thorough understanding of the project requirements including all applicable codes and regulations governing all aspects of the project; be familiar with the Authority’s procedures and Program-specific procedures and coordinate requirements necessary for the effective performance of the project; institute and oversee consistent acceptance and closeout procedures; and other associated activities for Project 1 construction contracts. Project 1 will consist of an estimated 12-16 construction contracts for a total estimated construction cost of approximately \$5.0 billion.

The CM Team is responsible to coordinate and report on project-wide issues and for direct oversight of the CI Teams to be engaged by the Authority associated with Project 1 construction. Those CI teams shall report directly to the CM Team who will report to the PM Team and the Authority. The CM Team shall work with the PM Team to facilitate the necessary communication to the Authority. It is necessary and expected that a coordinated effort and close working relationship be undertaken with all the firms engaged by the Authority for OPS Nos. T3900 and T4103, along with all other neighboring agencies to ensure the success of Project 1. In this regard, all firms engaged by the Authority in the performance of their assignments shall work harmoniously together to ensure all activities and decisions are made in the best interest of the overall project. The Consultant is responsible for understanding, following and implementing, when necessary, the Programs Adaptive Management plan to ensure the overall Program's directives are met. Coordination with the Authority, Program Manager, and CM Team will be necessary to ensure the successful implementation of this plan.

The Successful Qualified Firm will be required to provide assurance that the overall quality and safety standards are maintained in accordance with Authority standards and specifications and Program-specific standards; creating and maintaining a project-wide construction schedule; construction and staffing cost oversight and control (including CM Team and CI staffing costs); construction progress reporting for all construction contracts; monitoring and coordinating, as required, utility relocations; advise, collaborate and assist with early procurement of long lead time items as directed by the PM Team and/or Authority; assuring consistent construction inspection standards are implemented and adhered to; have a thorough understanding of the project requirements including all applicable codes and regulations governing all aspects of the project; be familiar with the Authority's procedures and Program-specific procedures and coordinate requirements necessary for the effective performance of the project; institute and oversee consistent acceptance and closeout procedures; and other associated activities for Project 1 construction contracts. The CM Team will communicate, coordinate, and report to the PM Team and Authority to ensure the Program's directives are carried out. In addition, the Successful Qualified Firm will be responsible to provide construction supervision and inspection services for Project 1, which will consist of an estimated 12-16 construction contracts for a total estimated construction cost of approximately \$5.0 billion. The Successful Qualified Firm shall hire, coordinate, instruct, and pay all testing laboratories for all testing services required for the inspection Project 1. The Successful Qualified Firm shall be responsible for oversight and inspection of utility work performed by utility companies or their designated contractors within Project 1 via executed utility orders between the Authority and the various utility companies performing relocation work in connection with Project 1.

#### **Construction Management Team Qualifications:**

The CM Team shall provide professional staff as necessary to execute the services required of this assignment. The CM Team shall provide a full-time Project Manager, a Construction Management Team, and a Construction Inspection Team to adequately staff this complex project. The Authority has the exclusive right to have the CM Team remove from the project any personnel, for any reason, if deemed by the Authority to be in its best interest.

For purposes of this RFEOI, "complex bridge" shall mean: a vehicle, transit, or rail bridge with a main span greater than 500 feet and multi-span approach structures, constructed or in construction, within the last ten years.

1. **Project Manager:** The Project Manager shall demonstrate experience, in a leadership role, in the construction management of multi-contract, large scale complex bridge and highway transportation projects. The individual will be responsible for all aspects of the CM Team's activities and will report directly to the PM Team. The individual shall possess a valid New Jersey Professional Engineer license at the time of submission and shall not be removed from the project without prior written approval from the Authority's Chief Engineer or the Chief Engineer's representative. The individual must possess excellent verbal and written communication skills in addition to construction management experience. The Project Manager must be available 24 hours a day, 7 days a week and have the following minimum qualifications:

- Must have at least twenty (20) years of experience in construction management;
  - Within the last 10 years, and listing up to three (3) projects, the Project Manager shall:
    - Shall have performed as a Project Manager in a construction management role on at least one (1) construction project involving the construction of a complex bridge;
    - Shall have performed as a Project Manager in a construction management role on at least one (1) construction project involving complex traffic control and coordination;
    - Shall have performed as a Project Manager in a construction management role on at least two (2) large major construction projects involving bridges and elevated roadways in busy metropolitan locations. One of these projects must have been performed in a high-density urban/metropolitan environment and both projects should demonstrate experience with challenging existing conditions such as traffic, underground utilities, above ground infrastructure, and coordination with multiple stakeholders.
2. **Deputy Project Manager(s):** The Deputy Project Managers shall be responsible for providing oversight and coordination for design sections 1, 2, and 3. The Deputy Project Managers shall have experience in a leadership role, in the construction management of multi-contract, large-scale complex bridge and highway transportation projects. The individual will be responsible for all aspects of the section activities and will report directly to the Project Manager. The individual shall possess a valid New Jersey Professional Engineer license and certification at the time of submission and shall not be removed from the project without prior written approval from the Authority's Chief Engineer or the Chief Engineer's representative. The individual must possess excellent verbal and written communication skills in addition to construction management experience. The Deputy Project Manager shall be available, as required, throughout the project and have the following minimum qualifications:
- Shall have at least ten (10) years of experience in construction management;
  - Within the last 10 years and listing up to three (3) projects, the Deputy Project Manager shall:
    - Shall have performed as a Project Manager or Deputy Project Manager in a construction management role on at least one (1) construction project involving the construction of a complex bridge;
    - Shall have performed as a Project Manager or Deputy Project Manager in a construction management role on at least one (1) construction project involving complex traffic control and coordination;
    - Shall have performed as a Project Manager or Deputy Project Manager in a construction management role on at least one (1) large major construction project involving bridges and elevated roadways in busy metropolitan locations. One of these projects must have been performed in a high-density urban/metropolitan environment and both projects should demonstrate experience with challenging existing conditions such as traffic, underground utilities, above ground infrastructure, and coordination with multiple stakeholders.
3. **Chief Office Engineers:** Activities include but are not limited to: Collect and compile the budget data, project progress, schedule summary, etc., and create the necessary reports for the PM Team. Review and reconcile monthly invoices and tracking. Responsible for administrating the CM Team software system to all CI teams. Responsible for tracking Change of Plans for all CI contracts. The Office Engineer shall have a minimum of five (5) years of experience performing Office Engineer duties along with possession of an Engineer-in-Training ("EIT") certification, National Institute for Certification of Engineering Technologies ("NICET") III certification, or Bachelor of Engineering degree is preferred.
4. **Quality Assurance Engineer:** Activities include but are not limited to: Implementation of a quality assurance plan that provides consistent quality across all construction contracts in accordance with Authority standards, Program requirements, and industry best practices. Audit CI firms for conformance to the project requirements. The Quality Assurance Engineer shall have a minimum of five (5) years of experience performing Quality Assurance duties along with possession of an EIT certification, NICET III certification, or Bachelor of Engineering degree is preferred.

5. **Materials Testing Coordinator:** The Materials Testing Coordinator will work with the CI teams to coordinate the activities of the Material Testing Laboratory(s) to assure there is consistency in the materials testing and that Authority standards, industry best practices, and contract requirements are consistently adhered to. The Materials Testing Laboratory and Inspectors shall possess the necessary qualifications and certifications such as American Association of State Highway and Transportation Officials (“AASHTO”), NICET, Society for Asphalt Technology (“SAT”), American Concrete Institute (“ACI”), American Welding Society (“AWS”), etc., required for the performance of their assignments for each specific task. The CM Team shall be responsible for procuring the necessary agreements with the testing labs and obtaining Authority approval. Firms that are not currently on the Authority pre-approved list shall submit the necessary qualifications for the specific task to be performed. The Materials Testing Coordinator shall have a minimum of Ten (10) years of experience coordinating testing services and possession of an EIT certification, NICET III certification, or Bachelor of Engineering degree is preferred.
6. **Maintenance and Protection of Traffic (“MPT”) Coordinators:** Activities include but are not limited to: Scheduling and coordination of traffic operations between CI teams and construction contracts, attending and representing the project needs at the Authority’s weekly Operations Department lane closure meeting, etc. The MPT Coordinator shall have a minimum of ten (10) years of experience performing MPT Coordination duties, shall be proficient in the Authority’s Operations Department policies and procedures, and shall possess a TCC certification, EIT certification, NICET III certification, or Bachelor of Engineering degree is preferred.
7. **Utility Coordinator:** Activities include but are not limited to: Scheduling and coordination between utility companies, CI teams, and construction contracts. The Utility Coordinator shall have a minimum of five (5) years of experience coordinating utility services along with possession of an EIT certification, NICET III certification, or Bachelor of Engineering degree is preferred.
8. **Survey Team:** The CM Team shall provide surveyor personnel, as needed, licensed by the State of New Jersey, to provide surveying services during the construction of Project 1 to monitor the contractor’s compliance with requirements of the construction contracts.
9. **Safety Coordinators:** Activities include but are not limited to: Overseeing a safety policy that adheres to Authority standards, Program requirements, and industry best practices for large-scale multifaceted construction, adherence to the policy through all construction contracts, and notifying appropriate parties of safety violations. The individual shall be able to review construction submittals, interact with contractors’ safety personnel and OSHA, and any other outside agencies when needed. The individual shall have a minimum of ten (10) years of experience in the construction safety field, a Certified Safety Professional (“CSP”) or a Construction Safety and Health Technician (“CSHT”) certification, along with OSHA 8-, 10-, 30- and 40-hour certifications, TCC Certification, and CONRAIL safety experience.
10. **Cable Stay Bridge Subject Matter Expert (“SME”):** Provide a Cable Stay Bridge expert who has personally inspected the installation and testing of cable-stay systems on at least two (2) bridges of similar scale and complexity as Project 1 Section 2 with one (1) completed within the last 10 years. The Cable Stay Bridge expert shall monitor the handling of the stay cables at the site as well as all phases of installation and testing. Document all observations, testing procedures and test results. The individual shall possess a valid New Jersey Professional Engineer license.
11. **Change Management Team:** Provide a Change Management Team who has prior experience with construction claim analysis for large-scale construction contracts with intricate scheduling. This part-time position will be required to review and advise the team on all claims submitted by the contractor and assist with claim resolution, along with reviewing Change Orders in relation to justification, budgeting and conformity to NJTA Specifications and the overall Program. These individuals shall have an applicable construction background along with a minimum ten (10) years of experience in claims avoidance and resolution.
12. **Regional Agency Coordinator:** Provide an agency coordination member who will assist construction contracts work with outside agencies such as Port Authority; NJDOT; CONRAIL; USCG; FAA/Newark Airport; PANYNJ; NJ TRANSIT; or any other agencies in the project limit. This representative will have to coordinate with the PM Team, report to TRANSCOM and provide project updates and ensure all other agencies’ requirements are being met and to assist the project’s schedule by ensuring other agencies’ cooperation. This individual shall possess a knowledge of various agencies’ organization and their requirements along with construction knowledge to help facilitate cooperation in this busy corridor and have a minimum ten (10) years of experience in the construction industry.

13. **Construction Contract Coordinators:** Provide a Construction Contract Coordinator who will coordinate construction activities at project limits, along with coordinating staging and access operations between construction contracts. The Construction Contract Coordinator shall have a minimum of ten (10) years of experience in the construction industry, shall be proficient in the Authority policies and procedures, and shall possess a TCC certification, EIT certification, NICET III certification, or Bachelor of Engineering degree is preferred.
14. **Scheduler:** Provide a construction contract Scheduler who will coordinate construction activities schedules and work with the PM Teams schedule staff to ensure proper reporting of schedules are carried out. The construction contract Scheduler shall have a minimum of ten (10) years of experience in the construction industry, shall be proficient in the Authority policies and procedures, and shall possess an EIT certification, NICET III certification, or Bachelor of Engineering degree is preferred.
15. **Resident Engineers:** It is anticipated that a Resident Engineer will be required for each construction contract. Ten (10) years of full-time experience acceptable to the Authority, involved in projects for which the type of construction they will be in charge. Each Resident Engineer shall be a registered Professional Engineer or certified by NICET as a Transportation Engineering Technician, Highway Construction Level IV. Individuals proposed for the position of Resident Engineer(s) that are registered as a Professional Engineer in states other than New Jersey will be fully considered. It is expected, however, that non-New Jersey Professional Engineers that will be engaged for this project will pursue and obtain their New Jersey Professional Engineer License if selected for an assignment.
16. **Inspection Staff:** Inspectors shall possess the necessary qualifications and certifications (NICET, SAT, ACI, etc.) required for the performance of their assignments for each specific task and carry a Secure Worker Access Consortium ("SWAC") certificate if required by the Program.
17. **Support Staff:** The Consultant shall provide all additional support staff as may be required to adequately staff the project such as Office Engineers, Schedulers, Cost Estimators, etc.

***All personnel shall possess the necessary qualification and certificates for the duties and work responsibilities they are assigned to perform.***

### **Task Requirements:**

#### **ADMINISTRATION**

1. The Successful Qualified Firm is advised that an Authority web-based Program Management SharePoint site has been established for the Program during the Final Design phase of this Project. The Successful Qualified Firm shall identify the intended approach to contract administration and project controls along with its integration to the Program Management SharePoint site. The CM Team approach shall be reviewed and approved by the PM Team.
2. Responsible for the thorough understanding of the project requirements including all applicable codes and regulations governing all aspects of this project.
3. Notify the PM Team and the Authority immediately in case of accidents affecting the contractor(s) or contract work activities. In such cases, the CM Team shall prepare reports detailing the accident(s).
4. **Invoicing Requirements:** The CM Team shall submit invoices monthly that shall be accompanied by an Invoice Progress Report that will provide an overview of the month's activities, reporting on work complete, and manhours expended and remaining (broken down between prime and subconsultants including identification of SBEs and the percentage of fee earned and anticipated to earn). The CM Team shall also review, for concurrence, the invoices for work performed from the CI teams and contractors.

All invoices shall be submitted to the Authority, through the PM Team within fifteen (15) business days of the cutoff date and shall include timesheet summaries. Individual employee timesheets are not required, unless specifically requested by the Authority. Direct expenses shall be reimbursed in accordance with the final contract and appropriate supporting information shall accompany the invoice.

The CM Team shall immediately notify the PM Team and the Authority's Deputy Chief Engineer-Construction in writing when its percentage of fee earned exceeds the percentage of the project complete. The CM Team shall implement at once the necessary adjustments and/or make recommendations to correct this condition. Failure to do so will put the CM Team at risk of having to absorb any costs beyond the authorized fee.

The CM Team shall be responsible to submit to the Authority the wage rate of all personnel, including subconsultants, that will be working on the project for approval. Wage rates shall be submitted prior to the commencement of services and thereafter, whenever there is a change in wage rates or personnel. The CM Team shall also be responsible to manage the assignment to maintain average hourly rates in accordance with the final Fee Proposal.

5. Review the contractor's requests for additional compensation and claims in cases where Project 1 schedule or budget would be impacted. Make recommendations regarding payment of such requests and claims, if asked for by the PM Team and/or the Authority.
6. The CM Team shall review, and make recommendations to the Authority for processing, Certificates of Payment as prepared by the CI teams required for construction contracts, each month. The Authority uses CapEx Manager for reporting project progress, spending activity, generating Certificates of Payment, and general construction management tasks. The CM Team and their CI teams will be responsible for the acceptability of all invoicing entries into CapEx.
7. Provide review and oversight into payment and processing of Change Orders. Change Orders shall be provided with detailed information about such changed conditions, along with appropriate supporting documentation and the Engineer's Estimate, as required. Change Orders shall be reviewed by the Claims Coordinator in conjunction with other CM staff members as needed, then processed by the CI team using CapEx.
8. The CM Team shall review the Contract Documents and familiarize themselves with, and verify in the field, all evident Electronic Toll Collection ("ETC") facilities, installation of fiber optic cable and its ancillary facilities, and any relocation and/or protection requirements identified in the contract documents.

The CM Team shall also be familiar with the Contractor's requirements to comply with the "One Call Law" and the N.J. Board of Public Utilities Excavator Handbook for damage prevention of buried utilities. The One Call System can be reached by dialing 811 a minimum of three (3), but no more than ten (10), business days in advance of excavation work or any other activity that may adversely affect the ETC facilities. Review with the CI team at the Pre-Construction Meeting, the Contract requirements for working at and/or in the vicinity of Authority ETC facilities.

The CM Team shall take all precautionary measures required to safeguard these facilities. The CM Team is required to execute the Authority's Fiber Optic Contract Document Review Certification. This document is found on the Authority's website under "Professional Services/Expression of Interest" section under "Supplemental Forms".

9. Audit: The Authority and/or PM Team reserves the right to, at any time and without notice, audit the CM Team or their subconsultants. All agreements and/or contracts between the CM Team and their subconsultants shall include specific language that provides the Authority and/or PM Team the ability to audit the subconsultants at any time and without notice.
10. Advise and assist the PM Team and the Authority with construction contracts and CI services.
11. Represent the PM Team and Authority in the management of the CI teams and ensure all CI duties are being performed by the CI teams.
12. Management of overall construction schedule amongst the CI teams.
13. Implement a project controls process to ensure consistency among all projects and CI teams that is acceptable to the PM Team.
14. Perform value engineering as requested.
15. Advise the PM Team and the Authority on construction strategy, planning, and phasing.

16. Represent the Authority in managing overall Project 1 construction delivery and schedule.
17. Support the PM Team and the Authority in public outreach related to construction activities.
18. Construction planning/coordination with the PM Team and the Authority, CI teams, and contractors.

### **MANAGEMENT**

1. The CM Team will establish a means, acceptable to the PM Team and the Authority, for communicating, coordinating, reporting, disseminating information and obtaining approvals as may be necessary to ensure an expeditious exchange of information with the PM Team and/or Authority's personnel, contractors, final design consultants, and regulatory agencies, local, state, and county representatives, as may be required. All communication will be through the PM Team.
2. The software utilized by the CM Team shall be FACS or approved equal and able to perform the following tasks at a minimum:
  - Software must have a mobile application that works on both iOS and Android software platforms;
  - Track submittals with ball-in-court status, date submitted, date due, date responded, etc.;
  - Track RFIs with ball-in-court status, date submitted, date due, date responded, etc.;
  - Store and catalog project photos in a job progress timeline order;
  - Store and catalog project videos;
  - Provide access to the project schedule for team members to view;
  - Allow CI teams a means to track daily work performed, manpower and equipment onsite, payment of contract items, etc. Work must be tracked on an individual user basis;
  - Provide a means of generating a pay estimate for payments issued to the contractor along with tiered approval processes;
  - Provide a means of tracking Change Orders, Cost Plus work, and the associated review of contract extras;
  - Ability to view the project plans, specifications, and change of plans in a digital format;
3. The software utilized by the CM Team shall be able to output data in the following formats at a minimum and data shall not be in a proprietary format:
  - Microsoft Office products
  - Adobe PDF
  - CADD file formats: .dgn, .dwg
  - Media formats .jpg, .jpeg, etc.
  - Primavera P6: .xer
4. The CM Team shall be required to provide reports to the satisfaction of the PM Team that includes, but is not limited to, the following:
  - Weekly progress summaries for each major item and critical path issues from each CI team.
  - Bi-weekly narrative reports included, but are not limited to, summaries for each major item and critical path issues and specific problems that are impeding progress for transmittal.
  - An overall construction progress schedule narrative, updated monthly, inclusive of the native CI Progress Schedule in Primavera P6.
  - An overall staffing and construction budget summary indicating progress against construction cost and status of project construction contingencies.

5. The CM Team is advised that the Authority is in the process of updating its construction manual. It is expected that the updated manual will be completed prior to the Notice to Proceed for this assignment and shall be used to govern construction activities of Project 1. Until such time, however, the consultant shall confer with, and use as a guide, the Authority's "Manual for Construction", dated June 1987. Items set forth below, directives by the Authority, and the Program Management directives that are in conflict with the current "Manual for Construction" shall take precedence and will supersede the manual.

6. Information/Meeting Support: The CM Team shall support the Authority's personnel and the PM Team, in providing information and assisting with the preparation of materials and presentations for meetings with local, state, and county officials, as well as other entities and third parties to inform and advise of the construction status of the project and to discuss specific issues and coordination relevant to each organization and related to the construction projects associated with the project.

The CM Team may also be required to attend meetings with Authority personnel or to represent the Authority, if requested, with third parties, including contractors performing work adjacent to the project.

7. Conduct preconstruction meetings with the CI teams and contractors pertaining to safety, maintenance and protection of traffic, construction staging, steel erection, routing of contractor vehicles, or other issues as deemed necessary. The meetings shall cover proper equipment, methods of construction, grade control, asphalt and concrete supply, and other pertinent significant matters relating to the construction.

8. The CM Team shall attend job meetings, as necessary, prior to new and critical construction activities with the contractors, subcontractors, and utility owners pertaining to safety, maintenance, and protection of traffic, construction staging, performance of work, erection of structural components, milling, paving, concrete pours, deck pours, routing of contractor vehicles, and other issues as deemed necessary.

9. Coordinate through the PM Team regarding the construction activities impacting neighboring agencies, local communities, utility owners, and other contractors working concurrently in the same or adjacent work zones.

10. Participate in the final inspection of the completed work and assure the CI teams prepare a "punch list" resulting from such inspections and that the CI teams measure all pay items of work and provide certifications that the work has been completed in accordance with the plans and specifications. CI teams shall prepare the Final Certificate of Payment. The CM Team shall review and concur that the CI team's final "punch list" has been completed prior to the issuing the Final Certificate of Payment.

11. The CM Team, along with the PM Team, shall conduct a post-construction meeting(s) with the design engineer, the CI teams, and Contractor to review each project in its entirety for the purpose of identifying areas for improvement and areas of excellence from the perspective of each project participant. The purpose of the meeting is to provide an open forum to discuss and review measurable and actionable recommendations for future projects based on the information compiled from the monthly "Best Practices" meetings. The participants shall include key project personnel, principals, and decisionmakers from each entity. The CM Team shall identify their findings and recommendations in a "Best Practices" document which shall detail items for further consideration and evaluation by the PM Team for the Authority. The document shall be in a format approved by the PM Team and delivered following the conclusion of construction during the contract closeout process.

12. Provide off-hour staffing, as periodically required, throughout the project, at weekday nighttime, weekends, and weekend nighttime. The contract work will be carried out in stages. Due to the need for nighttime work at certain times required primarily for shifting traffic, placing, resetting, and removing critical MPT between construction stages, and certain key construction operations.

13. Review the Contractor's proposed construction methods, including but not limited to, installation of structural steel, cable stay bridge erection plan, installation of the stay cable system, form construction, etc., and ensure conformance with the specifications.

14. Document with photographs any unusual incidents, conditions, or construction methods encountered, which should be on record, or which might require additional work resulting in additional compensation, by Change Order. The inspector shall have a digital camera, equipped with flash, at their disposal always for this purpose.

15. Coordinate emergency or accident damage repair work with the CI teams as directed by the Authority or PM Team, and maintain records of contractor manpower and equipment.
16. The CM Team shall audit all shop drawings, catalog cuts, material certifications, methods of work and equipment that are reviewed within the Program and Authority standards. Responsibility for reviews will be in accordance with the Material Review Acceptance Matrix. The CM Team shall confirm uniformity across all contracts of Project 1.
17. Assure the CI teams maintain as-built records and prepare as-built drawings within 30 days of the final inspection and assure the CI teams are doing the following:
  - Making all corrections to the contract documents due to changes made during the construction of the project.
  - Marking-up contract drawings to indicate actual work performed. The corrections shall be made into final As-Built Drawings, provided via electronic and hard copy, and following the Authority's Design Manual and Procedures Manual.
18. Perform cost benefit analysis as requested by the Authority or PM Team, under the "if and where directed" hours.

### **QUALITY**

1. The CM Team shall assure that the CI teams provide consistent and high quality inspection services that are generally defined as including, but not limited to, verifying that all work is done in compliance with the contract plans and specifications; report on the quantities of materials furnished, and the numbers and classification of workmen employed, and the type and size of equipment used on all construction operations; inspection of all construction materials to be used at the site to insure compliance with the contract plans and specifications; obtain certifications of all manufactured materials; take such tests as may be required to ensure material compliance with the specifications; evaluate and approve the quality and workmanship of all contract work; the maintenance of as-built information and plans; and all such other services as may be required to furnish complete engineering services of high quality.
2. Responsible for the implementation of a construction quality program based on the Program and Authority's standards and assurance of consistent construction quality including the handling and resolution of non-conformance issues.

### **SAFETY**

1. Perform construction risk assessments and mitigations as required.
2. The CM Team shall be responsible for ensuring the coordination between the CI teams and contractors at contract interface points.
3. Oversight of the contractor's safety program.

### **MPT**

1. Review with the Contractor and CI teams requests for supplementary traffic patrols and slowdowns for compliance with the warrants outlined in the Supplementary Specifications and approve the request prior to submittal to the Authority. The CM Team shall review requests for lane or shoulder closings for compliance with the contract requirements and present those requests, after approval, at the Authority's weekly lane closing meeting.
2. Coordinate MPT on local roadways with state and local authorities having jurisdiction. The CM Team shall ensure the CI teams verify that traffic safety devices are in place prior to work each day, and at the end of each day, according to the approved plan.

**UTILITY**

1. Communication and coordination with utility companies for the relocation of all utilities.
2. The CM Team shall be responsible for coordinating with the PM Team and CI teams for utility work performed by utility companies, or their designated contractors, within Project 1 via executed Utility Orders between the Authority and the various utility companies performing relocation work in connection with the Program.
3. The CM Team shall review, recommend payment of and submit for processing, Utility Work Order invoices in coordination with the PM Team and CI teams. The number and magnitude of Utility Orders is being developed.

**ENVIRONMENTAL**

1. Monitor the Contractor's staging and approved disposal areas if within Authority's right-of-way to ascertain compliance with the Authority's requirements and to ensure no unauthorized dumping is taking place. The CM Team shall take immediate corrective action if any deviation from the specified requirements occurs.

**MATERIALS**

1. As part of the overall quality assurance, the CM Team shall be responsible for overseeing and coordinating the CI team's material testing laboratory(s) for the testing of both on-site and off-site materials inspections. The CM Team shall audit the testing laboratory(s) where needed to assure all testing is performed according to Authority and Program standards, industry standard practice, and construction contract requirements, along with ensuring the programs material testing protocols are uniform from contract to contract to enforce consistency. The materials testing shall include, but not limited to, steel fabrication, on and off-site welding and bolting, asphalt and concrete production and installation, material coating approval and application, and other specialty materials that may require on or off-site inspection.
2. Solicit cost proposals from multiple testing laboratories for the core testing services required for this assignment. A costs breakdown, along with the CM Team's recommendations as to which Firm(s) to engage, shall be presented to the PM Team for review and approval within thirty (30) days of the notice to proceed. The CM Team's recommendations shall be based on an assessment of the testing laboratory/laboratories accreditations, technical capabilities, availability, and cost. The CM Team shall not proceed with the implementation of testing services without written approval from the PM Team. The testing laboratory/laboratories shall be AASHTO accredited, and it shall be the CM Team's responsibility to confirm that their accreditations are up to date for the services to be provided. Testing laboratories shall be retained and managed by the CM Team. The CM Team will be reimbursed by the Authority as a direct expense. **For the purpose of developing the Fee Proposal, the CM Team shall include \$50,000,000.00 as a direct expense for testing services.**

Off-site laboratory testing by an independent testing laboratory is intended to provide all off-site testing and inspection of shop fabrication of bearings, structural steel, substructure concrete mixes, precast concrete products, and other similar materials that require off-site testing.

- The testing laboratory retained by the CM Team shall also perform testing of asphalt and concrete in place properties, embankment densities, and soil/aggregate testing. The CM and CI Teams will be responsible for on-site sampling of concrete material and all on-site visual inspections.
- The approved testing laboratory must have current AASHTO accreditation for all of the following AASHTO testing procedures (ASTM equivalents); T30, T164 (D2172), T209, T269 (D3203), T22 (C39) T119 (C143), T121 (C138), T141 (C172), T152 (C231), and T196 (C173).
- Evidence of AMRL and CCRL inspection will not be accepted in lieu of AASHTO accreditation.
- The PM Team will be provided, on a monthly basis, a summary of all testing reports.

### **FIELD OFFICE**

A project of this magnitude will require significant space for the Construction Management Team Field Office. Set forth below is an approach that requires the CM Team to secure office space off Turnpike right-of-way and the construction of two satellite field office trailer complexes on Turnpike property if needed. The CM Team may utilize this concept or consider other alternatives to provide for a Field Office for this assignment. The CM Team must identify how they propose to provide for the Construction Management Team Field Office, which is the CM Team's responsibility to secure for this assignment. The CM Team is also responsible to secure space for the CI teams.

1. The CM Team shall secure, through a lease agreement, appropriate office space immediately adjacent to the Turnpike and centrally located within the project limits. This facility shall be the primary Project Office for all senior management personnel and support staff central to the project. This office space shall be sized to house staff, as required, pending the number of personnel needed. It shall have conference rooms and provide offices for senior management, office support, and offices/workstations for several Authority staff involved in the project.
2. The CM Team shall also supplement this primary Project Office with two satellite field office complexes if needed, one located in the west (in the vicinity of Interchange No. 14), and one in the east (in the vicinity of Interchange 14A). The CM Team will be responsible for designing, permitting, procuring and constructing/installing both satellite field trailer offices if needed. The CM Team will also be responsible to secure all utilities necessary to support each office. Cost associated with the aforementioned activities shall be reimbursed by the Authority in accordance with the provisions of the OPS.
3. The CM Team will be responsible for furnishing all offices as needed for the performance of their work, including, but not limited to, phones, computers, duplication equipment, service for communication via electronic mail and information storage, office supplies, etc. Costs for monthly lease agreements shall be paid by the Authority as a direct expense as well as other agreed upon costs necessary for the offices not considered overhead items. Costs incurred by the CM Team for standard overhead items shall be included in the multiplier identified in the OPS.
4. The CM Team shall staff the Project Office at all times when the contractor is working and until 5:00 P.M. each weekday to receive mail and telephone messages, to issue correspondence in a timely manner, and maintain files pertinent to the project.

### **WEEKLY PROGRESS MEETINGS**

Progress meetings shall be held, as required by the PM Team with the PM Team, CM Team, and senior management personnel. The purpose of these meetings will be to discuss the progress of the project, review critical issues, and make high level decisions as necessary to satisfactorily progress the project. A brief executive summary paper in bullet form utilizing bi-exception reporting to introduce new issues and to report on former issues previously identified shall be used as the basis for the meeting's agenda. The CM Team will be responsible for compiling the meeting minutes and distributing accordingly.

### **MONTHLY PROGRESS REPORTS AND PROGRESS PHOTOS**

1. On a monthly basis, after coordinating with all individual CI teams, the CM Team shall prepare an executive level Progress Report for the PM Team's use. This document will report on the progress and status of all construction contracts, contractors, and CI's overseeing all construction and ancillary work for this project. The report shall include an executive summary, narratives on overall construction progress, information on each of the construction contracts and the CI teams engaged by the Authority to manage and inspect the project. The report shall also include information on budgets, costs, man-hours used and remaining, status of SBE and DVOB goals attainment, project schedules, and third-party interaction including but not limited to utilities. Also, included will be discussions and information on key issues, potential conflicts, the interface of work between design sections and other critical issues that affect the management and construction of the project. Information for this report will be developed by the CM Team and transmitted to the PM Team respectively.

2. On a quarterly basis the CM Team shall take and provide color aerial photographs, in digital and photographic form, showing the progress of the work. The number and location of the views to be taken will depend on the construction activities being performed. The CM Team shall develop and submit for approval, to the PM Team, an Aerial Photography Procedure detailing the scope of the work to be performed along with the necessary insurance, licenses, and documentation. The cost associated with aerial photographs shall be reimbursed by the Authority in accordance with the provisions of the OPS.

**REFERENCE MATERIALS:**

The contract documents are available for review electronically through the Authority's Secure File Sharing Site. Access to the secure workspace will be provided to all prequalified and eligible Qualified Firms via e-mail as part of the RFEI notification process. If there are any questions or issues related to the Secure File Sharing Site, please contact Jennifer Romero via e-mail at [jromero@njta.com](mailto:jromero@njta.com). The subject line should read, "OPS No. T4103 Secure File Sharing Site Information. The Following reference material is available for review:

1. New Jersey Turnpike, Newark Bay-Hudson County Extension Improvements Program, Project 1 – Interchanges 14 to 14A, Preliminary Design, City of Newark, County of Essex, Cities of Bayonne and Jersey City, County of Hudson
2. New Jersey Turnpike Authority, Newark Bay-Hudson County Extension, Interchange 14 to Interchange 14A/Newark Bay Bridge Replacement and Associated Improvements, Final Environmental Assessment, April 18, 2025

Subsection B3  
**Staffing Estimate**

Classification (ASCE-Grade)	Regular	Overtime	Unanticipated	Total Hours
Project Manager (PE) (FT)				
Deputy Project Manager Section 1 and 3 (PE) (FT)				
Deputy Project Manager Section 2 (PE) (FT)				
Chief Office Engineer Section 2 (EIT/NICET III/B.Eng) (FT)				
Chief Office Engineer Section 1 and 3 (EIT/NICET III/B.Eng) (FT)				
Quality Assurance Engineer (EIT/NICET III/B.Eng) (PT)				
Materials Testing Coordinator (EIT/NICET III/B.Eng) (PT)				
MPT Coordinators (TCC/EIT/NICET III/B.Eng) (FT)				
MPT Coordinators (TCC/EIT/NICET III/B.Eng) (FT)				
Utility Coordinator (EIT/NICET III/B.Eng) (PT)				
Survey Team (PE/PLS) (PT)				
Safety Coordinator (CSP/CSHP) (PT)				
Safety Coordinator (CSP/CSHP) (PT)				
Change Management Team (FT)				
Cable Stay Bridge SME (PE) (PT)				
Regional Agency Coordinator (PT)				
Construction Contract Coordinator				
Construction Contract Coordinator				
Scheduler				
Total Hours				

Subsection B4  
**Compensation Basis**

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

The Fee Proposal shall be submitted as a cost-plus fee based on reimbursement of direct professional and technical salaries times a multiplier, not to exceed 2.50, plus direct expenses, subconsultant services and subcontractor services, at cost. Shift differential reimbursement will not be considered. In addition, Resident Engineers are to be billed on a straight-time basis only. Overtime billing will not be considered for Resident Engineers. The multiplier shall not be applied to the premium portion of overtime. The multiplier covers all overhead and profit.

Subconsultant and subcontractor services are those required services performed by other firms or contractors at the Successful Qualified Firm's direction.

For general services provided by the Successful Qualified Firm's corporate officers, partners, owners and/or principals in a non-technical capacity, no compensation will be provided. When corporate officers, partners, owners and/or principals are required to provide services in a technical capacity, the salaries for such individuals performing services in a technical capacity shall be reimbursable for direct salaries times a multiplier not to exceed 2.50.

No expenses or costs shall be billed unless specifically included in the technical proposal and the Successful Qualified Firm's final negotiated Fee Proposal.

Average rate per classification/grade will not be permitted to determine total labor costs. The Fee Proposal shall detail time (hours) and direct salary data for classifications conforming to the ASCE Professional and Technical Grades, as shown on the Staffing Estimate and as modified by the Qualified Firm to account for all required services. Services shall be billed in accordance with the Successful Qualified Firm's Fee Proposal.

Salary rate increases will be permitted in accordance with the following parameters:

- Salary increases for merit or cost of living will not be permitted for the first 12 months of any OPS Agreement from the date of execution.
- Starting at month 13, all staff, regardless of pay grade / title, will be allowed up to a maximum annual increase of 3%.
- The proposal salary rate increase schedule will apply to the Successful Qualified Firm as well as all subconsultants.
- Salary rate increases as a result of a promotion are not subject to this policy.

**The Qualified Firm's total Fee Proposal for these services shall be rounded to the nearest \$5,000.**

Salaries shall be charged at the Successful Qualified Firms' hourly rates. The Successful Qualified Firm is responsible for managing the assignment, adhering to the number of hours, salary rates and personnel, as proposed in the EOI 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 services or whenever the Successful Qualified Firms proposes that an individual's rate be changed during the term of this OPS, awarded pursuant to this RFEIOI, provided such change is reflected in the Qualified Firms' Fee Proposal. Except for overtime worked on construction supervision during permissible contract working hours, overtime must be approved by the Authority. The Fee Proposal shall follow and reflect the staffing estimate as shown in Attachment B (Subsection B3).

To assist in the Authority's management of its annual spending, the Qualified Firm shall include within the Fee Proposal the projected billings associated with these services, including monthly projections for the first two (2) years and quarterly billing projections for the duration of this assignment.

Direct expenses shall include approved subconsultant services, mileage, test pits, vendor invoiced printing of phase submission documents, final documents, mylar's, final plans in .PDF format, and meeting displays/exhibits. Mileage will be paid at the prevailing federal mileage rates ([www.irs.gov](http://www.irs.gov)). Mileage will be reimbursed for travel between the Qualified Firm's local office and the work site, New Jersey Turnpike Authority offices, and meetings required by the Authority or its representatives, including the return trip. Any change to this rate is subject to the approval of the New Jersey Turnpike Authority. The Successful Qualified Firm will be responsible for paying all tolls.

Compensation for lodging and meals will not be reimbursed, unless approved in writing in advance by the Authority. If approved, expenses for lodging and meals will be paid at in accordance with the federal per diem rates which can be found at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). This shall apply to the Successful Qualified Firm and its subconsultants and subcontractors.

Overnight delivery charges will be paid by the Authority only if such overnight delivery is specifically requested by the Authority and agreed to in advance. Otherwise, the Successful Qualified Firm will not be reimbursed for overnight delivery charges. This shall also apply to the Successful Qualified Firms' subconsultants and subcontractors.

Subsection B5  
**Qualified and Eligible Firms**

1. Advantage Engineering Associates, P.C.
2. AECOM Technical Services
3. AmerCom Corporation
4. APTIM Environmental & Infrastructure, LLC
5. AREA Engineering, Inc.
6. Arora and Associates, P.C.
7. ATANE Engineers, Architects and Land Surveyors, P.C.
8. AtkinsRéalis USA Inc.
9. BEM Systems, Inc.
10. Boswell, Inc.
11. Churchill Consulting Engineers, LLC
12. Colliers Engineering & Design, Inc.
13. CSA Central Architects null, PC
14. D&B Engineers and Architects of New Jersey, P.C.
15. Dewberry Engineers Inc.
16. Enovate Consulting, LLC
17. Envision Consultants Ltd.
18. French & Parrello Associates, P.A.
19. Garg Consulting Services, Inc.
20. GEI Consultants, Inc.
21. GFT Infrastructure, Inc.
22. Greenman-Pedersen, Inc.
23. Hardesty & Hanover Construction Services, LLC
24. Hill International, Inc.
25. HNTB Corporation
26. IH Engineers, P.C.
27. INFOTRAN Engineers & Architects P.C.
28. Infra Tech Engineering, LLC
29. Infrastructure Consulting & Engineering
30. Jacobs Engineering Group Inc.
31. Johnson, Mirmiran & Thompson, Inc.
32. Joseph Jingogli & Son, Inc
33. KC Engineering and Land Surveying, P.C.
34. Kimley-Horn and Associates, Inc.
35. KS Engineers, P.C.
36. KSE-ATANE JV
37. LiRo Engineers, Inc.
38. LiRo Program and Construction Management, PC
39. LS Engineering Associates Corporation
40. M&J Engineering, P.C.
41. Maitra Associates, P.C.
42. Malick & Scherer, P.C.
43. McCormick Taylor, Inc.
44. MFS Construction, LLC
45. Michael Baker International, Inc.
46. Mott MacDonald LLC
47. MP Engineers, P.C.
48. NAIK Consulting Group, P.C.
49. Newark Bay Corridor Joint Venture
50. Omsum Engineering, LLC
51. PARA Engineers LLC
52. Parsons Transportation Group, Inc.
53. Pennoni Associates, Inc.
54. PKB Engineering Corporation
55. Popli, Architecture + Engineering & LS, DPC, dba Popli Design Group
56. Remington & Vernick Engineers
57. Robinson Aerial Surveys, Inc.
58. Roof Maintenance Systems
59. SI Engineering, PC
60. SJH Engineering, P.C.
61. Stantec Consulting Services, Inc.
62. STV Incorporated
63. T&M Associates
64. T.Y. Lin International
65. Techno Consult, Engineering, P.C.
66. Tectonic Engineering Consultants, Geologists & Land Surveyors DPC Inc.
67. Traffic Planning and Design, Inc.
68. Urban Engineers, Inc.
69. Van Cleef Engineering Associates, LLC
70. WSP USA Inc.

**ATTACHMENT C**  
**Standard Supplemental Information and Forms**

**Subsection No. and Title**

- C1. Administrative and Agreement Information
- C2. Mandatory Equal Employment Opportunity Language, *N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.*
- C3. State Consultant Political Contributions Compliance, *N.J.S.A. 19:44A-20.13 to 20.25 (P.L. 2005, c.51), N.J.S.A. 19:44-20.26 (P.L. 2005, c.271s.2), P.L. 2023, c.30 (The Elections Transparency Act) and Executive Order 333 (2023 Murphy)*
- C4. Right to Audit
- C5. Antidiscrimination Provisions
- C6. Standards Prohibiting Conflicts of Interest, Executive Order 189 (1988 - Kean)
- C7. ADA Indemnification Act
- C8. Diane B. Allen Equal Pay Act and the New Jersey Workplace Accountability in Labor List (WALL)
- C9. Warranty by Contractor of No Solicitation on Commission or Contingent Fee Basis, *N.J.S.A. 52:34-15 (P.L. 1954, c48, s.10)*
- C10. Prompt Payment Act, *N.J.S.A. 2A:30A*
- C11. Code of Ethical Standards
- C12. Small Business Enterprise and Disabled Veteran-Owned Business Programs
- C13. Standard Supplemental Forms to be Submitted:
  - Forms that Shall be Submitted with the Expression of Interest:
    - a. Affidavit of Eligibility/Disclosure of Material Litigation
    - b. Small Business Enterprise/Disabled Veteran Owned Business
    - c. Source Disclosure Certification
    - d. Ownership Disclosure
    - e. Set-Off for State Sales Tax
    - f. Disclosure of Outstanding Work
    - g. Recent Project Experience
    - h. Commitment of Proposed Project Staff
    - i. Certification of Staff Availability
  - Forms that are Requested to be submitted with the Fee Proposal:
    - j. Affidavit of Moral Integrity
    - k. Disclosure of Investment Activities in Iran
    - l. Prohibited Activities in Russia or Belarus
    - m. Business Registration Certificate

Subsection C1

**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 Firm in the preparation of their Expression of Interest or Fee Proposal.

**Addendum to EOI Solicitations**

If, at any time prior to the Authority receiving responses to this RFEOI, it becomes necessary to revise any part of this RFEOI, or if additional information is necessary to enable firms to adequately interpret the provisions of this RFEOI, an addendum to the RFEOI will be made available on the Authority's web-site, [www.njta.com](http://www.njta.com), as described herein.

**Acceptance and Rejection of EOIs and Fee Proposals**

Any award of this OPS will be made in accordance with N.J.A.C.19:9-2.8. The issuance of this RFEOI soliciting Expressions of Interest and Fee Proposals does not, in any manner or form, commit the Authority to award any OPS. The contents of the RFEOI, EOI, and a final negotiated Fee Proposal may become a contractual obligation, if an EOI submitted in response to the RFEOI 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 response to the RFEOI, including its EOI, may result in rescission of any OPS awarded by the Authority. The Authority shall not be obligated at any time to award any OPS. The Authority reserves the right to accept or reject any or all proposals or to negotiate with any proposer, to waive minor noncompliance, amend or supplement the RFEOI, re-advertise the RFEOI, or abandon a procurement, and/or take such other steps deemed necessary and in the best interest of the Authority, in accordance with applicable law.

**Errors or Omissions in RFEOI**

It is the firm's responsibility to bring to the attention of the Authority during the RFEOI any errors, omissions, or non-compliance discovered in the RFEOI. By neglecting to do so, the firm will be responsible to make any resulting changes without additional compensation if awarded the OPS.

**Dissemination of Information**

Information included in this RFEOI or in any way associated with this project is intended for use only by the firms submitting an EOI 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 any firm, except in replying to this RFEOI 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**

This RFEOI, and any response to the RFEOI, including an EOI and Fee Proposal submitted by a firm in response to the RFEOI, shall constitute a public document subject to disclosure in accordance with New Jersey's Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (OPRA). Any firm responding to the RFEOI may request that the Authority's Director of Law deem certain information contained in its response to be personal, financial, or proprietary information that is exempt from disclosure under OPRA.

The Authority reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The Authority will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder's/proposer's assertion of confidentiality with which the Authority does not concur, the bidder/proposer shall be solely responsible for defending its designation.

Subsection C2

**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 consultant or subconsultant, 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 expression, the consultant 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, affectional 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 consultant 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 consultant or subconsultant, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, 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 consultant or subconsultant 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 consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

- Letter of Federal Affirmative Action Plan Approval.
- Certificate of Employee Information Report; or

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

The consultant and its subconsultants 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 C3

#### **State Consultant Political Contributions Compliance**

***N.J.S.A. 19:44A-20.25 (P.L. 2005, c.51) superseding Executive Order 134 (2004),  
The Elections Transparency Act," P.L. 2023, c.30,  
and Executive Order 333 (2023 Murphy)***

#### **Election Transparency Act, P.L. 2023, c. 30; Fair and Open Exception**

In accordance with the Elections Transparency Act, P.L. 2023, c. 30 (the "Act"), effective January 1, 2023, all contracts awarded by the Authority pursuant to a fair and open process as defined in the Act are no longer subject to the political contributions proscription that prohibited a contract award if certain reportable contributions were solicited or made by a potential contract awardee. The Authority has determined that this procurement meets the requirements of a fair and open process and, accordingly, any such solicited or reportable contributions made by any proposer submitting a proposal will not prohibit any contract award thereto if such proposer is deemed the successful proposer.

#### **Annual Report of Contributions to the Election Law Enforcement Commission**

All Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **Breach of Terms of Government Contract**

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 Act, (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 of any candidate or holder of the public office of Governor or Lieutenant Governor; (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 Act; (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 Act; 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 Act.

Subsection C4

**Right to Audit**

Pursuant to N.J.A.C. 19:70-2.2., the New Jersey Office of the State Comptroller (OSC) has the authority to audit or review contract records, as follows:

- a. Relevant records of private vendors or other persons entering into contracts with covered entities, including the Authority, are subject to review by the OSC pursuant to N.J.S.A. 52:15C-14(d).
- b. Any Consultant awarded a contract shall maintain all documentation related to products, transactions, or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the OSC upon request.

Subsection C5

**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 consultant, nor any person acting on behalf of such consultant or subconsultant, 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 consultant, subconsultant, 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 consultant 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 consultant from the contracting public agency of any prior violation of this attachment of the contract.

Subsection C6

**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, Qualified 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 C7

#### **ADA Indemnification Act**

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, shall be a part of any OPS awarded under pursuant to this RFEIOI. In providing any aid, benefit, or service on behalf of the Authority pursuant to any such 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 any OPS awarded pursuant to this RFEIOI, 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 that 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 any contact awarded pursuant to this RFEI 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 that may arise out of their performance of any OPS awarded pursuant to this RFEI. 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 any OPS awarded pursuant to this RFEI, nor shall it 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 any OPS awarded pursuant to this RFEI or otherwise at law.

#### Subsection C8

#### **Diane B. Allen Equal Pay Act and the New Jersey Workplace Accountability in Labor List (WALL)**

Pursuant to 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 consultant 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>

In addition, N.J.S.A. 34:1A-1.16 authorized the New Jersey Department of Labor and Workforce Development (NJDOL) to create a list on its website, dubbed the Workplace Accountability in Labor List (WALL), of any person found in violation of any State wage, benefit, and tax laws and against whom a final order has been issued by the NJDOL for such violation. Any person or business named on the WALL is prohibited from contracting with the Authority until that person or business has been removed from the WALL.

The WALL is found at <https://www.nj.gov/labor/ea/osec/wall.shtml>.

#### Subsection C9

#### **Warranty by Contractor of No Solicitation on Commission or Contingent Fee Basis** ***N.J.S.A. 52:34-15 (P.L. 1954, c. 48, § 10)***

Every contract or agreement negotiated, awarded or made pursuant to N.J.S.A. 52:34-15 shall contain a suitable warranty by the contractor that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business, for the breach or violation of which warranty the State shall have the right to annul such contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### Subsection C10

#### **Prompt Payment Act** ***N.J.S.A. 2A:30A***

All payments pursuant to this contract shall be made in accordance with N.J.S.A. 2A:30A-1 et seq. Pursuant to the New Jersey Prompt Payment Act, N.J.S.A. 2A:30A-1 et seq., payment to the Successful Qualified Firm under any contract awarded pursuant to this RFEI shall be processed and paid as follows:

1. All consultant bills shall be deemed approved and certified for payment 20 days after the receipt unless before the end of the 20-day period a written statement of the amount withheld and the reason for withholding payment is provided.
2. If the billing is approved, the bill shall be paid in the Authority's subsequent payment cycle.

Any dispute resolution will adhere to the provisions of N.J.S.A. 2A:30A-2(f).

Subsection C11  
**Code of Ethical Standards**

The Authority 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 at <https://www.state.nj.us/ethics/docs/ethics/uniformcode.pdf>. By submitting an Expression of Interest and Fee Proposals, the Successful Firm will be subject to the intent and purpose of said the Code and to the requirements of the State Ethics Commission.

Subsection C12  
**Small Business Enterprise and Disabled Veteran-Owned Business Programs**

**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 and 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 seeks participation of these SBEs in the performance of certain Orders for Professional Services (OPS). At the time of submission of its Expression of Interest, the firm must include either (1) evidence of the use subconsultants who are registered with the Division as an SBE and whose collective participation in performance of subconsultant services meets or exceeds the goal of at least twenty-five percent (25%) of the total value of any OPS awarded pursuant to this RFEOI, or (2) demonstration of a good faith effort to meet the goal of awarding at least twenty-five percent (25%) of the total value of the OPS to subconsultants who are registered with the Division as an SBE.

During this procurement, as part of the fee negotiation process, firms must submit proof of their subconsultants' SBE registration(s). In the event that, prior to the time of award, a firm has not demonstrated to the Authority's satisfaction, that good faith effort was made to accomplish the above stated goal, the Authority is precluded from awarding the firm the OPS in accordance with N.J.A.C. 17:13-4.2.

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. 17:13-1.1 et seq., the selected firm (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 a Consultant, at any time during the course of an OPS, and for any reason, intends to make any additions, deletions, or substitutions of the SBE subconsultants listed on the SBE/DVOB Utilization 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.

A firm submitting a proposal shall take the following action, in accordance with N.J.A.C. 17:13-4.3, in establishing a "good faith effort" to solicit and award subconsultant contracts to eligible SBEs:

1. Firm shall attempt to locate qualified potential SBE subconsultants.
2. Firm shall request a listing of small businesses from the Division and the Authority, if none are known to the firm submitting a proposal.
3. Firm shall keep specific records of its efforts, including the names of businesses contacted and the means and results of such contacts, including receipts from certified mail and telephone records.
4. Firm shall provide all potential SBE subconsultants with detailed information regarding the solicitation, project description and specifications, including proof of advertisements in general circulation media, professional service publications and minority and women focus media.
5. Firm shall attempt, wherever possible, to negotiate lower prices with potential SBE subconsultants that submit higher than acceptable fee estimates.

6. Firm shall provide evidence of efforts made to identify work categories capable of being performed by SBEs; and
7. Firm 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.

**The Successful Qualified Firm shall maintain adequate records to document its efforts and shall 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 and Enterprise Services ("Division") and the Department of Treasury ("Treasury") in N.J.A.C. 17:14-1.1, have the opportunity to compete for and participate in the performance of consultant services. The Authority seeks participation of these DVOBs in the performance of certain Orders for Professional Services (OPS). The firm's Expression of Interest must include either (1) evidence of the use of subconsultants who are registered with the Division as a DVOB, and whose collective participation in performance of subconsultant services meets or exceeds the goal of at least three per cent (3%) of the total value of any OPS awarded pursuant to this RFEOI or (2) demonstration of a good faith effort to meet the goal of awarding at least three per cent (3%) of the total value of the OPS to subconsultants who are registered with the Division as a DVOB.

During the Expression of Interest portion of this procurement, as part of the fee negotiation process, firms must submit proof of their subconsultants DVOB registrations. In the event that, prior to the time of award, a firm has not demonstrated, to the Authority's satisfaction, that a good faith effort was made to accomplish the above stated goal, the Authority is precluded from awarding the firm the OPS in accordance with N.J.A.C. 17:14-4.2.

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. 17:14-1 et seq., the selected firm (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 a Consultant, at any time during the course of an OPS, and for any reason, intends to make any additions, deletions, or substitutions of the DVOB subconsultants listed on the SBE/DVOB Utilization 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.

A firm submitting a proposal shall take the following action, in accordance with N.J.A.C. 17:14-4.3, in establishing a "good faith effort" to solicit and award subconsultant contracts to eligible DVOBs:

1. Firm shall attempt to locate qualified potential DVOBs.
2. Firm shall consult the DVOB Database if no DVOBs are known to the firm.
3. Firm shall keep all documentation of its efforts, including the names of businesses contacted and the means and results of such contacts; and
4. Firm shall provide all potential subconsultants with detailed information regarding the specifications.

**The Successful Qualified Firm shall maintain adequate records to document its efforts and shall provide same to the Authority upon request.**

## Subsection C13

**Standard Supplemental Forms to be Submitted**

Qualified Firms shall submit the following completed, executed forms at the time of submission of their Expression of Interest. Except for the SBE/DVOB Utilization form, this requirement applies to all subconsultants as well. The following forms are available at [www.njta.com](http://www.njta.com) under *Doing Business, Engineering Professional Services, PS Supplemental Forms*.

**Forms that Shall be Submitted with the Expression of Interest:****a. Affidavit of Eligibility/Disclosure of Material Litigation**

A completed Affidavit of Eligibility/Disclosure of Material Litigation form for review by the Authority's legal counsel shall be submitted by firms at the time of submission of their Expression of Interest for each firm, each member of a joint venture and all subconsultants. Each firm, each member of a joint venture and all subconsultants shall certify that it is not suspended, disbarred, or disqualified from bidding on any state or federal contracts. Furthermore, no litigation shall be pending or brought against the firm that could materially affect its ability to perform the OPS described herein. Each 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.

**b. Small Business Enterprise/Disabled Veteran Owned Business**

Firms shall submit a Small Business Enterprise/Disabled Veteran Owned Business (SBE/DVOB) Utilization form at the time of submission of their Technical and Fee Proposals In accordance with the Authority's SBE/DVOB Programs.

**c. 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:

- i. The location by country where the services under contract will be performed.
- ii. 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).

**d. Ownership Disclosure Form**

Pursuant to N.J.S.A. 52:25-24.2, prior to the receipt of the proposal or accompanying the proposal, every corporation or partnership or limited liability company submitting a proposal shall submit a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest

Each Qualified Firm shall submit a completed Ownership Disclosure form with the Technical and Fee Proposals.

**e. Set-Off for State Sales Tax**

Pursuant to P.L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of 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 and services or construction projects, at the same time a taxpayer, 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 of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions that might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L.1987, c. 184 (N.J.S.A. 52:32-35), shall be stayed.

Qualified Firms are requested to complete and submit a State Tax Set-Off form.

**f. Disclosure of Outstanding Work**

Qualified Firms shall complete and submit the Disclosure Forms for the prime and all subconsultants indicating outstanding work with the Authority with their Expression of Interest.

**g. Recent Project Experience**

Qualified Firms shall complete and submit with their EOI, a Recent Project Experience form for the prime Qualified Firm and for each subconsultant.

**h. Commitment of Proposed Project Staff**

Qualified Firms shall complete and submit with their EOI, a Commitment of Proposed Project Staff form stating the percentage of time each member, including subconsultant staff, is available to commit to this assignment.

**i. Certification of Staff Availability**

Qualified Firms shall complete and submit with their EOI, a Certification of Staff Availability form wherein the Qualified Firm shall certify that the staff proposed in its EOI will be used in the performance of the project.

**Forms that are Requested to be Submitted with the Fee Proposal:****j. Affidavit of Moral Integrity**

Qualified Firms shall complete, sign, and submit a notarized Affidavit of Moral Integrity form together with submission of their Technical Proposal.

**k. Disclosure of Investment Activities in Iran, N.J.S.A. 52:32-58**

A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract to certify, prior to the time a contract is awarded and at the time the contract is renewed, that the person or entity is not identified on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).

The Department of Treasury's 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, such person or entity 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.

**\*Note:** While the Authority acknowledges that, pursuant to N.J.S.A. 52:32-58 et seq. this certification is required prior to award of any contract, the Authority requests that Qualified Firms complete and submit the form entitled "Disclosure of Investment Activities in Iran" at the time of submission of their Fee Proposal.

**l. Prohibited Activities in Russia or Belarus\*\***

N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, C.3) (the "Act") states that prior to contract award, the awardee must certify that neither the awardee, nor any of its parents, subsidiaries, or affiliates, have engaged in prohibited activities in Russia or Belarus. However, the enforceability of N.J.S.A. 52:32-60.1 et seq. was challenged in the United States District Court for the District of New Jersey. On December 22, 2023, a company obtained a permanent injunction from the United States District Court, which enjoined the State from enforcing N.J.S.A. 52:32-60.1 on the ground that it would conflict with the existing federal sanctions regime and the United States Constitution's Supremacy Clause.

N.J.S.A. 52:32-60.4 provides that the Act "shall not apply in circumstances when its application would violate federal law." Accordingly, to enforce the Act in a manner consistent with the District Court's decision and federal law, New Jersey deems its list of persons and entities engaging in prohibited activities in Russia or Belarus to consist of all persons and entities appearing on the list of Specially Designated Nationals and Blocked Persons promulgated by the United States Department of Treasury, Office of Foreign Assets Control (OFAC), on account of activity relating to Russia or Belarus. A searchable database of OFAC-listed persons and entities is available here: <https://sanctionssearch.ofac.treas.gov/>.

Consistent with the District Court's decision, the New Jersey Turnpike Authority has revised its *Certification of Non-Involvement In Prohibited Activities in Russia or Belarus* form. Accordingly, prior to entering into any Agreement(s) hereunder, Successful Proposer(s) shall be required to complete and submit to the Authority the revised *Certification of Non-Involvement In Prohibited Activities in Russia or Belarus* form.

**\*\*Note:** While the Authority acknowledges that, pursuant to N.J.S.A. 52:32-60.1 et seq. this certification is required prior to award of any contract, the Authority requests that Qualified Firms complete and submit the form entitled "Certification of Non-Involvement in Prohibited Activities in Russia or Belarus" at the time of submission of their Fee Proposal.

**m. Business Registration Certificate\*\*\***

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 Qualified Firm prior to award of any OPS pursuant to this RFEI in the form of a valid Business Registration Certificate (BRC) 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. Proposers who are registered can go to [https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp) to obtain a copy of their BRC. If a Proposer is not registered, it can obtain information for registering its business with the New Jersey Division of Revenue by visiting the following link: <https://www.state.nj.us/treasury/revenue/busregcert.shtml>. Questions regarding this requirement should be referred to the Division of Revenue hotline @ 609-292- 9292.

A business organization that fails to provide a copy of a business registration as required pursuant to N.J.S.A. 52:32-44 et seq. or that provides false information of business registration, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

**\*\*\*Note:** While the Authority acknowledges that, pursuant to N.J.S.A. 52:32-44 et seq., a BRC is required prior to award of any contract, the Authority requests that Qualified Firms submit their BRCs at the time of submission of their Fee Proposal.

**ATTACHMENT D****N.J.A.C. 19:9-2.8 Procedure for Prequalification and Award of Contracts for  
Architectural, Engineering and Land Surveying Services**

(a) This section shall apply to contracts for architectural, engineering, and land surveying services that are not subject to N.J.A.C. 19:9-2.2(d), 2.3, or 2.5. The Authority may choose to apply this section to contracts below the public bidding threshold as set forth at N.J.S.A. 27:23-6.1.b in its sole discretion. The Authority may use procurement processes other than those prescribed in this section if those processes have been approved by the Federal government or other State statute, rule, or executive order, or if an emergency has been declared by the Executive Director. In its discretion, the Authority may issue one solicitation for award of contracts for multiple projects that are similar in size and complexity. The prequalification and solicitation process outlined in this section shall be followed, and any multiple-project Requests for Expressions of Interest (RFEI) shall require proposers to submit EOIs for all projects listed in the solicitation. Under no circumstances will a proposer be awarded more than one contract under a multiple-project solicitation.

(b) The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.

“Complex procurements” means the process for soliciting professional services having an estimated fee over \$6,000,000 or that involve transportation, planning, or complex design.

“Director” means either the Chief Engineer or Director of Operations, depending on whether the contract emanates from the Engineering Department or the Operations Department.

“EOI” means an expression of interest from firms interested in performing professional architectural, engineering, and land surveying services for the Authority.

“Firm” means any individual, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to provide professional architectural, engineering, or land surveying services in this State.

“Order for professional services” (OPS) means a contract for professional services awarded in accordance with this section.

“Professional services” means architectural, engineering, and land surveying services performed by an architect, engineer, or land surveyor in connection with his or her professional employment practice, and which are subject to N.J.S.A. 52:34-9.1 et seq.

“Simple procurement” means the process for soliciting professional services where the scope is clearly defined, is not likely to change during the course of the professional services, and the estimated fee is \$6,000,000 or less. Upon request of the Chief Engineer, based on his or her professional judgment, and with the approval of the Executive Director, a particular procurement otherwise meeting the definition of simple procurement may be classified as a complex procurement.

(c) Professional services prequalification requirements shall be as follows:

1. A firm interested in a contract for professional architectural, engineering, or land surveying services shall complete and file a "Professional Service Prequalification Questionnaire" ("PSPQ") with the Authority. Firms qualified for a particular type of project based on the Authority's evaluation of the PSPQs will be eligible for consideration when such projects are being contracted for by the Authority without having to present their qualifications on a project-specific basis.
2. For the procurement of general consultants, rather than a project-specific procurement, the procedures relating to prequalification of firms may be modified to address the needs and requirements of the Authority.
3. Each firm shall identify on the PSPQ each type of work for which the firm desires prequalification. All PSPQs shall contain the following information:
  - i. Current and past professional services undertaken by the firm;
  - ii. The nature of the professional services identified in response to (c)3i above;
  - iii. The resumes, including the qualifications, of the professionals employed by the firm seeking prequalification;

iv. For the most current full year accounting cycle, copies of:

- (1) Audited or independent CPA-reviewed financial statements, in which case, the PSPQ may remain current for 24 months; or
- (2) Compiled or internally prepared financial statements, in which case, the PSPQ may remain current for 12 months; and

v. Other information which the Authority may determine necessary to assess the firm's qualifications.

4. A firm shall notify the Authority, in writing, of any substantial change in the information on its PSPQ when such change occurs. A firm shall have a current PSPQ on file with the Authority on the date of the Expressions of Interest (EOI) submission in order to be considered for a contract. For purposes of this section, 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.

(d) Advertisement for Requests for Expressions of Interest shall be as follows:

1. A Request for EOIs (RFEOI) shall be advertised in an appropriate newspaper or journal, having a large circulation in the State and/or advertised on the Authority's website, [www.njta.com](http://www.njta.com), or through other electronic means. Such advertisements shall be published not less than seven calendar days preceding the date upon which the EOIs are to be received. The RFEOI shall identify the scope of professional services required from the prequalified firms and the evaluation process to be used for the selection of the successful prequalified firm. When the Authority seeks to award more than one contract through a single RFEOI, the number of contracts that the Authority intends to award shall be identified in the RFEOI.
2. When professional services of a general consultant are needed, the Authority shall establish a list of criteria that firms must meet in order to receive an RFEOI for the general consultant contract. Firms that meet such criteria shall be sent an RFEOI.

(e) Evaluation of EOIs shall be as follows:

1. Upon receipt of the EOIs for a simple procurement or complex procurement, the Authority shall review the EOIs for completeness and shall reject those EOIs that are incomplete. The Authority shall notify, in writing, all firms whose EOIs are determined to be incomplete. If fewer than three EOIs are deemed complete, the EOI solicitation may be re-solicited, with or without modification, or the procurement may continue with fewer than three firms, as determined by the Executive Director, in consultation with the Director.
2. For simple procurements, if the EOIs are deemed complete in accordance with (e)1 above, the Technical Review Committee shall evaluate and rank the EOIs in accordance with (e)4 below, and request a fee proposal from the top three technically ranked firms, or from less than three firms, as the case may be, in accordance with (e)1 above. At the discretion of the Director, fee proposals may be requested from more than three firms. No firms shall be told of their ranking position at that time. The selection process shall continue in the manner described at (g) below. If a particular simple procurement warrants, the Director may elect to issue a Request for Proposal (RFP), and the selection process shall proceed in accordance with the process for complex procurements.
3. For complex procurements, if five or more EOIs are deemed complete in accordance with (e)1 above, the Technical Review Committee shall evaluate the EOIs in accordance with (e)4 below. If at least three, but not more than four, EOIs are deemed complete, these firms need not be evaluated pursuant to (e)4 below, but shall receive the RFP. If less than three EOIs are deemed complete, complex procurements shall proceed in accordance with (e)1 above.
4. Except as otherwise provided at (e)3 above, the EOIs shall be ranked by the Technical Review Committee on the basis of numerical scores resulting from weighted rating factors. In ranking the EOIs, the Technical Review Committee shall consider criteria contained in the RFEOI, including, but not limited to:
  - i. Experience of the qualified firm on similar projects or professional services on similar assignments;
  - ii. Experience of the project manager or resident engineer on similar projects;
  - iii. Key personnel's qualifications and relevant experience;

- iv. Understanding of the project and the Authority's needs;
- v. Approach and methodology in performing the professional services required;
- vi. Commitment and ability to perform the proposed work and any outstanding work with the Authority;
- vii. Commitment to quality management;
- viii. Attainment of Small Business Enterprise (SBE) and Disabled Veteran-Owned Business (DVOB) goals; and
- ix. Any other factors specified in the Authority's EOI solicitation.

(f) Requests for Proposals (RFPs) shall be evaluated as follows:

1. Responses to the RFP shall be comprised of the technical proposal and fee proposal. The qualified firms receiving the RFP shall be directed to submit a detailed fee proposal in a separate sealed envelope at the time of submission of the technical proposal.
2. The Technical Review Committee shall evaluate the technical proposals submitted to the Authority. The Technical Review Committee shall rank the technical proposals on the basis of numerical scores using the rating criteria specified in the RFP. The relative weight attributed to each rating factor and the methodology for ranking firms shall be set forth in the RFP.
3. The Technical Review Committee may require an interview and/or presentation by the qualified firms with the highest ranked proposals. The Director, in his or her discretion, may waive this requirement for a particular project. Subsequent to the interview and/or presentation, the Technical Review Committee shall revisit its technical ranking of the qualified firms, re-score as appropriate, and shall thereupon recommend the highest ranked qualified firms to the Director, or the Executive Director if the Director was a member of the Technical Review Committee.

(g) Cost negotiation and final selection shall be as follows:

1. For all projects, upon reviewing the Technical Review Committee's recommendation, the Director or the Executive Director, as the case may be, shall either concur with the selections or direct the Technical Review Committee to pursue additional evaluation measures, consistent with the EOI solicitation or RFP, as the case may be, which shall be specified, in writing, by the Director or the Executive Director.
2. Once the selections are approved, the selected qualified firms' fee proposals will be reviewed by the Technical Review Committee. The Executive Director may add one or more persons to the Technical Review Committee to assist in the negotiation process. Using all fee proposals and the engineer's estimate as a guideline, the Technical Review Committee shall negotiate a fair and reasonable fee with the highest technically ranked qualified firm, taking into consideration all relevant factors, including, but not limited to, the estimated value of the services to be rendered and the scope, complexity, and professional nature thereof. If the Technical Review Committee is unable to negotiate a fair and reasonable fee with the highest technically ranked qualified firm, it shall formally terminate negotiations and undertake negotiations with the second highest technically ranked qualified firm. Failing accord with the second highest technically ranked qualified firm, the Technical Review Committee shall formally terminate negotiations and undertake negotiations with the third highest technically ranked qualified firm. If the Technical Review Committee is unable to negotiate successfully with any of the three highest technically ranked qualified firms, it shall negotiate with the next-highest technically ranked qualified firms, in order of their competence and qualifications and it shall continue negotiations in accordance with the procedure set forth in this section until an agreement is reached. The Executive Director, upon consultation with the Director, may direct the Technical Review Committee to re-solicit the contract. Once a final fee is agreed upon, the Technical Review Committee shall make its recommendation to the Director.
3. The Technical Review Committee, in consultation with the Director, shall prepare a written report outlining its recommendations and activities in reviewing, negotiating, and selecting the recommended qualified firm(s). The Director shall submit the Technical Review Committee's report to the Executive Director.
4. If the Executive Director concurs with the recommendation, the Executive Director shall recommend, to the Board, in writing, that the qualified firm(s) be awarded an Order for Professional Service.

5. If the Executive Director is not satisfied with the recommendation, he or she may:
  - i. Instruct the Technical Review Committee to submit further support for its recommendation;
  - ii. Direct the Technical Review Committee to re-negotiate the fee; or
  - iii. Instruct the Director to re-solicit the contract.

*N.J. Admin. Code § 19:9-2.8*

Amended by 49 N.J.R. 3236(b), effective 01/06/2025