

August 23, 2024

To: ALL QUALIFIED FIRMS

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST
ORDER FOR PROFESSIONAL SERVICES NO. T3923
DESIGN SERVICES FOR NEWARK BAY-HUDSON COUNTY EXTENSION IMPROVEMENTS PROGRAM,
SECTION 3, MILEPOST N2.9 TO N4.1**

Enclosed (See Attachment A) herewith is a Request for Expressions of Interest (“RFEOI”) by the New Jersey Turnpike Authority (Authority) for professional engineering final design services for the replacement of the New Jersey Turnpike Newark Bay-Hudson County Extension (NB-HCE) HEW and HWE roadways between the New Eastbound and Westbound Newark Bay Bridge (NBB) east abutments at Milepost N2.9 to Milepost N4.1, including Structure No. N3.73 (Southeast Viaduct). Henceforth, the project limits as described above will be referenced as Section 3 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 Codes:

Profile Codes	Descriptions
A090	Bridges: New
A250	Fully Controlled Access Highways
A252	Complex Interchanges

A Qualified Firm, eligible to submit an EOI for this RFEOI solicitation, is one that has a **current** “Professional Service Prequalification Questionnaire” (“PSPQ”) package on file with the Authority prior to submission of the EOI. A current PSPQ is one that has been on file with the Authority for no more than 24 months, or in certain cases for no more than 12 months.

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 B4). *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 (SBEs) as subconsultants to the Qualified Firm that is awarded a contract under this RFEOI (the “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 C12, “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. 19:44A-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 of request.

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

- ATTACHMENT A – Expression of Interest Submission Requirements (A1).
- ATTACHMENT B - Supplemental Information (B1 through B4).
- ATTACHMENT C - Standard Supplemental Information and Forms (C1 through C13(k)).
- ATTACHMENT D - N.J.A.C. 19:9-2.8 Procedure for Prequalification and Award of Contracts for Architectural, Engineering and Land Surveying Procedures.

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 RFEOI can be found in Attachment B, Subsection B2 of "Scope of Services" of this RFEOI.

Project Description

The Newark Bay-Hudson County Extension (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 New Jersey Turnpike 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 circa 1956, are nearing the end of their serviceable life. The Program corridor runs through Essex and Hudson Counties which 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 preliminary engineering design and initial environmental services for the Program are anticipated to be completed by mid-2025. The Authority has engaged a Program Manager (PM Team) for the Program.

The Authority's highest priority of the Program is to replace the existing Newark Bay Bridge and move both directions of NB-HCE traffic off the existing structure to a new Westbound Newark Bay Bridge by July 1, 2031. Subsequently, 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 consists of professional engineering services for final design of Section 3 of the Program. Section 3 comprises 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.

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 RFEOI will be made available for review electronically in the "Reference Materials" folder on Kiteworks.

If there are any questions or issues related to Kiteworks, please contact Jennifer Romero via e-mail at jromero@njta.com. The subject line should read "OPS No. T3923, Kiteworks Information."

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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)** copies of their Expression of Interest (EOI), no later than **10:00 a.m.** on **Wednesday, September 18, 2024**. EOIs are to be submitted as follows: **One (1) PDF** copy uploaded to the "EOI" folder on **Kiteworks** in accordance with the following naming convention: "OPS No. T3923_EOI_Qualified Firm Name"; and **four (4)** hard copies of the EOI shall be delivered to the Authority's Headquarters, clearly marked with the Qualified Firm's name and the words, "**EOI, OPS No. T3923**", no later than the date and time referenced above. **Late submissions will not be considered** and will be returned unopened.

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, Highway Design
Anne Sinagra, P.E., Project Engineer**

U.S. Mail

**New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, NJ 07095-5042
Attn: Engineering Department, Highway Design
Anne Sinagra, P.E., Project Engineer**

Inquiries

Inquiries pertaining to this RFEOI are to be directed in writing to Anne Sinagra, via e-mail to sinagra@nita.com with a copy to Dawn Margolis at margolis@nita.com. The subject line should read "OPS No. T3923, EOI Inquiry". **The deadline for inquiries is September 6, 2024.** 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 September 11, 2024.**

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

Selection of Qualified Firm

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

The EOIs will be evaluated and ranked on the basis of numerical scores resulting from pre-established weighted rating factors in accordance with N.J.A.C. 19:9-2.8(e), and final selection shall be made in accordance N.J.A.C. 19:9-2.8(g).

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	15	45
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	10	30
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 (including subconsultants) and its relevance to the proposed assignment. It shall identify the Qualified Firm or subconsultants' 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 RFEOI 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 resume of the Project Manager proposed and included in the EOI shall be clear, dated and detailed to the related assignment experience. References shall be furnished for each project listed (include date when work performed and relevance to subject assignment and at least one contact name and phone number for each project). Unless otherwise noted, the Project Manager shall be a Professional Engineer licensed in the State of New Jersey and shall not be removed from or replaced on this assignment without prior approval of the Authority.

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.

Key Personnel are those individuals essential to carrying out the scope of services. Key Personnel shall include those staff that will lead a primary discipline such as structures, civil, traffic, geotechnical, environmental, and other critical roles as deemed appropriate by the Qualified Firm to successfully perform the scope of services to completion. A Constructability Engineer responsible for the constructability and erection analysis, staging and construction sequencing of the demolition and construction work within Section 3 shall be included with Key Personnel. The role of Deputy Project Manager(s), if proposed by the Qualified Firm, shall be included with Key Personnel.

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 and phone number 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 Authority's needs required for the successful completion of the assignment. Provide a summary of the Qualified Firm's qualifications, and state how they relate to the Qualified Firm's ability to provide the requested services. Through attached organizational chart and resumes identify the person(s), or subconsultant(s), responsible for each division of the assignment and their relevant experience.

Understanding of the Project

The 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 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.

The estimated total construction and demolition cost for the project improvements is between \$750 million and \$1.25 billion.

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.

➤ 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.

➤ 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 & 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 & 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

(OPS)

The final OPS Agreement to be awarded and issued to the Successful Qualified Firm shall be in a form consistent with the Authority's Standard OPS Agreement No. 4 for Complex projects (which is available on the Authority's website: www.njta.com under Doing Business, Engineering Professional Services, PS Supplemental Forms).

Very truly yours,

ORIGINAL SIGNED BY

Daniel L. Hesslein
Acting Chief Engineer

DLH:AMS:dmm
Attachments

c: L. T. Malak
L. K. Navarro
Review Committee
File, w/att.

ATTACHMENT A

Expression of Interest Submission Requirements

Subsection No. and Title

A1. Expression of Interest Submission Requirements

Subsection A1

Expression of Interest Submission Requirements

The EOI submission is limited to a total of 28 pages. This page limitation does not include the documents listed in Items 3-6 below.

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

1. **Letter of Interest**, which shall be limited to a total of eight (8) single-sided, letter-sized pages with minimum 1-inch borders and minimum font size of 10 pt., stating the Qualified Firm's interest, ability, and its commitment to complete the requested professional services listed Attachment B, Subsection B2, "Scope of Services".

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

The Letter of Interest shall demonstrate the Qualified Firm's ability to meet the rating factors listed under the heading "Selection of Qualified Firm" hereinabove. The Qualified Firm shall address the rating factors in the order in which they are listed, i.e., 1 through 8.

2. **Resumes for the Project Manager, Key Personnel and supporting staff (10 maximum resumes)** detailing relevant experience and professional/technical qualifications. Include resumes of proposed subconsultants as deemed necessary. Each resume can be up to two (2) pages, single-sided.
3. An **organizational chart** showing Qualified Firm's Key Personnel and supporting staff, including subconsultants, for all primary tasks. Provide all names, titles, and reporting relationships for all staff presented on the organizational chart. A maximum of one (1) 11 x 17-inch foldout sheet permitted.
4. A **Project Schedule** for this solicitation that addresses the various tasks and critical milestones defined by the scope of services for this assignment. A maximum of two (2) 11 x 17-inch foldout sheets are permitted.
5. **Proposed Staff:** When proposing the same staffing in multiple EOIs, 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. Two (2) page resume, single-sided for up to five (5) alternative Key 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 thirty six (36) pages (not including Items 3-6).

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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 Standard Supplemental Forms as forth in Attachment C, Subsection C13 "Standard Supplemental Forms to be Submitted".

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
Supplemental Information

Subsection No. and Title

B1. Anticipated OPS Procurement and Project Schedule

B2. Scope of Services

B3. Compensation Basis

B4. Qualified and Eligible Firms

Subsection B1
OPS Procurement and Project Schedule

OPS Procurement Schedule

Request for Expressions of Interest Posted	August 23, 2024
Deadline for Written Inquiries	September 6, 2024
Posted Responses to Inquiries	September 11, 2024
Deadline for Submittal of Expressions of Interest.....	September 18, 2024
Request for Technical and Sealed Fee Proposals	October 4, 2024
Deadline for Submittal of Technical and Sealed Fee Proposals	October 25, 2024
Notice of Scheduled Oral Presentations	November 13, 2024
Oral Presentation, If Required	November 19, 2024
Recommendation to Award OPS.....	December 17, 2024

Anticipated Project Schedule

Notice to Proceed	February 2025
Western Temporary Traffic Crossover to New Westbound Newark Bay Bridge Initiated	July 2031
Completion of Services	July 2036
Administration Project Closeout	October 2036

Subsection B2
Scope of Services

INTRODUCTION

OPS No. T3923 is for professional engineering services for final design of Section 3 of the Authority's Newark Bay-Hudson County Extension Improvements Program. Section 3 comprises the replacement of the HEW and HWE roadways and 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.

The Successful Qualified Firm shall be responsible for the final design and coordination of all temporary crossovers on the east side of the Newark Bay to shift traffic onto the new Westbound Newark Bay Bridge to meet the traffic shift schedule. The Successful Qualified Firm shall also be responsible for the final design of the new NB-HCE alignment and traffic switch to the final roadway configuration for both the eastbound and westbound NB-HCE roadways once the new Eastbound Newark Bay Bridge is available to traffic. The Authority has engaged a Consultant for professional engineering final design services for Section 2 of the Program (Section 2 Consultant). The limits of Section 2 are from Milepost N1.3 to N2.9 including the new Westbound and new Eastbound Newark Bay Bridges. All permanent and temporary design work shall be fully coordinated with the Section 2 Consultant, through the PM Team, to ensure accurate and fully designed interface locations. The Successful Qualified Firm shall produce complete and final construction contract documents as deliverables to facilitate construction to meet the scheduled traffic switches. The temporary crossover and traffic switch to the final roadway configuration on the west side of the Newark Bay will be the responsibility of others.

The Qualified Firm will account for project needs in their EOI. Qualified Firms are expected to submit EOIs 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 New Jersey Turnpike 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 HWE and HEW roadways, originally constructed circa 1956, are nearing the end of their serviceable life. The Program corridor runs through Essex and Hudson Counties which 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 preliminary engineering design and initial environmental services for the Program are expected to be completed by late 2024. HNTB Corporation and its subconsultants are the PM Team for the Program and Parson Transportation Group, Inc. and its subconsultants are the Section 2 Consultant.

The Authority's highest priority of the Program is to replace the existing Newark Bay Bridge and move traffic off the existing structure to a new bridge structure no later than mid-2031. To accomplish this, a portion of the new alignment for the NB-HCE between Milepost N2.9 near the east abutment of the New NBB and approximately Milepost N3.3 must be available to allow for the installation of a temporary crossover in this vicinity to direct both eastbound and westbound NB-HCE traffic onto a new Westbound NBB (to be designed by the Section 2 Consultant) by July 1, 2031. It is anticipated that a new Eastbound NBB will be available by July 3, 2036, at which time the temporary crossover will be abandoned and the final alignments carrying dedicated westbound and eastbound traffic configurations for the NB-HCE will be implemented.

General NB-HCE Limits of this Scope of Services

The limits of the work in Section 3 extend from Milepost N2.9 (near the east abutment of new NBB) to Milepost N4.1 (just east of Structure No. N3.73). Any recommended adjustment to the limits of work shall be proposed early in the final design phase by the Successful Qualified Firm. Changes to the limits of work shall be made at the sole discretion of the Authority.

It is currently anticipated that Section 3 will be comprised of two (2) Construction Contract Packages. The Successful Qualified Firm shall carry post-design services responsibilities for each of the packages. The assumed breakout of these Contracts is as follows:

- Construction Contract No. 1 – HEW and HWE Roadways between the New NBB East Abutment at Milepost N2.9 and Interchange 14A.
- Construction Contract No. 2 – HEW and HWE Roadways between Interchange 14A through the Southeast Viaduct (Structure No. N3.73) to Milepost N4.1.

Estimated Total Construction Cost

The estimated total construction and demolition cost for the project improvements is between \$750 million and \$1.25 billion.

Existing Structures Descriptions

Structure No. N3.00 – HWE/HEW over John F. Kennedy Boulevard

The existing structure carries the existing HWE/HEW roadways over JFK Boulevard and is approximately 213 feet in length. The structure carries two through lanes of traffic in each direction and varies in width from 84 feet to 88 feet. The original multi-girder 3-span continuous steel structure was recently widened by a few feet using steel plate girders and a concrete deck. The structure is supported by a concrete stub abutment on steel piles on the west end and a full-height concrete abutment on the east end.

Structure No. N3.24 – HWE/HEW over Avenue C

The existing bridge carries the HWE/HEW roadways, Ramp WT and Ramp TW over Avenue C and is approximately 110 feet in length with a width that varies from 124 feet to 127 feet. The structure carries two through lanes of traffic and a ramp lane in each direction. The original multi-girder simple span steel structure was recently widened by a few feet using steel plate girders and a concrete deck. The structure is supported full-height concrete abutments with timber piles.

Structure No. N3.39 – HWE/HEW over Garfield Avenue

The existing bridge carries the HWE/HEW roadways over Garfield Avenue and is approximately 78 feet in length with a width that varies from 88 feet to 90 feet. The structure carries two through lanes of traffic in each direction. The original simple span steel structure is comprised of steel plate girders and a concrete deck. The structure is supported full-height concrete abutments.

Structure No. N3.53B – Interchange 14A Ramp WT over Garfield Avenue

The existing bridge carrying Interchange 14A Ramp WT over Garfield Avenue is a single span structure with a span length of 73 feet. It is 34 feet wide out-to-out with two travel lanes in one direction. The structure has a steel multi-girder framing system supported on full-height abutments.

Structure No. N3.53D – Interchange 14A Ramp TE over NJ Route 440, Hudson Bergen Light Rail (HBLR), and Conrail

The existing structure carrying Ramp TE is a 12-span bridge measuring approximately 982 feet in length. The bridge carries a single lane of traffic in one direction. The curved superstructure consists of a combination of both single span and multi-span continuous steel stringers with a concrete deck. The structure is supported by a full-height concrete abutment on timber piles at the west end with concrete frame piers on timber piles and ties into Structure No. N3.73 at the east end.

Structure No. N3.73 – HWE/HEW over Turnpike Interchange 14A Ramps ET/TW, NJ Route 440, HBLR, and Conrail

The existing structure, also known as the Southeast Viaduct, is approximately 2,279 feet in length and supports the HWE/HEW roadways, Ramp ET and Ramp TE. Eastbound and westbound roadways are carried by independent superstructures separated by a longitudinal joint. Each superstructure consists of curved multi-span continuous steel stringers with a concrete deck, although the number of beams in the cross section is inconsistent across the length of the structure. The structure is supported by concrete stub abutments on steel piles and predominantly consists of concrete frame piers on timber piles. However, the structure also contains Non-redundant Steel Tension Member (NSTM) riveted plate box girder pier caps at several pier locations.

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, Standard Drawings, Sample Design Plans, CADD Standards (including any pertinent modification required for the Program), latest Standard and Supplemental Specifications, Manual for Traffic Control in Work Zones, and any specific criteria established for the Program. Authority Standard publications and drawings are available on the Authority's website at www.njta.com.
As part of the final design, the Successful Qualified Firm shall prepare a Design Element Modification Request listing all design elements that do not meet minimum design criteria of the Authority's Standard or the Program-specific criteria.
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 design elements must be in full compliance with all applicable codes, regulations, and standards, and shall consider all technical guidelines available.
3. Any documents required to be submitted to the Authority for review and comment, in performance of the services, will not relieve the Successful Qualified Firm from its obligation to perform all services in accordance with proper engineering criteria and sound professional engineering in accordance with the relevant standard of care. The Authority's review and comment shall not be construed as a comprehensive or detailed review for purposes of verifying or validating such submissions or the Successful Qualified Firm's work product. The Successful Qualified Firm shall be solely responsible for all documents it prepares and shall remain responsible to ensure the integrity of its work, including that of its subconsultants.

DETAILED SCOPE OF WORK

The Successful Qualified Firm is responsible to undertake any and all activities required to prepare contract documents and all ancillary activities to effectuate the design/construction process. As such, the Successful Qualified Firm shall perform, at a minimum, the services outlined below. However, the Successful Qualified Firm shall be responsible to account for any and all work activities necessary for the complete performance of this assignment, whether or not such activities are identified below. The Successful Qualified Firm shall account for all work activities required for this project and shall identify any additional services that will be required for the complete performance of this assignment.

1. Preliminary Design Review

Prior to the development of Phase A plans, as described in the Authority's Procedures Manual, the Successful Qualified Firm shall verify in all respects the accuracy of the preliminary design, review the Preliminary Design Report (PD report) and evaluate the Preliminary Preferred Alternative for 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. The Successful Qualified Firm shall identify design elements of the Preliminary Preferred Alternative that can be optimized and recommended for advancement to final design. The optimized alternatives must be feasible, cost effective, constructable and be in compliance with obtained permits. Within 60-days of Notice to Proceed, the Successful Qualified Firm shall develop a technical optimization report which evaluates and provides recommendations for design elements proposed to deviate from the preliminary design for review by the Authority and the PM Team. The report shall include cost, schedule, permit compliance, and life cycle benefits for recommendations. The Successful Qualified Firm shall address any comments and make recommendations regarding the alternatives best meeting the needs of the Authority prior to advancing to Phase A submission.

2. Final Design

The services furnished for final design shall include but not necessarily be limited to the items of work described below and shall adhere to the requirements of the Authority's Design and Procedure Manuals and as supplemented by the Program:

a. Survey/Mapping

The PM Team and the Authority will furnish the Successful Qualified Firm with digital aerial photography for the Project area in Microstation V8 format and a survey control report. The mapping will be at a scale of 1 inch = 100 feet with break lines and 1-foot contours. This information will be made available, at no cost to the Successful Qualified Firm through the Program collaboration SharePoint site and shall be validated by the Successful Qualified Firm for their use during final design. If the Successful Qualified Firm, in coordination with the PM Team and the Authority, determines that the limit of mapping furnished should be extended to adequately cover the Project area, such additional mapping shall be obtained by the Successful Qualified Firm through appropriate cost-effective means.

The Successful Qualified Firm shall supplement existing base mapping with field surveys as required in order to obtain the required coverage and accuracy for final design. Such surveys may include, but are not limited to: determining existing Rights-of-Way and property boundaries necessary for the development of Right-of-Way acquisition documents, establishing proposed monumentation, location of utilities, location of proposed contractor laydown and staging areas, fencing, drainage, and lighting facilities; establishing existing roadway and railroad facilities; surveys at existing structures to establish locations and clearances and other incidental survey work as may be required in the performance of the final design efforts. The Successful Qualified Firm shall be responsible to provide traffic control during all required field work, including but not limited to survey field work.

All stormwater outfall data shall be collected utilizing the latest GPS (Global Positioning System) data collectors and procedures.

b. Utility Relocations/Protection

It is anticipated that the PM Team will coordinate the design of the Authority's fiber optic backbone with the Authority's Fiber Optic Manager throughout final design. The Successful Qualified Firm will be responsible for incorporating this proposed relocation into the design of the replacement ramps, roadways and bridges, inclusive of providing supports for the Authority's relocated fiber optic conduit on the structures based on criteria provided by the Authority's Fiber Optic Manager and the PM Team. The Successful Qualified Firm will also assist the PM Team during the design of the Authority's fiber optic line by providing information related to the new structures as required to support the design of the relocation.

The Successful Qualified Firm will be required to sign a Fiber Optic Cable Certification form (available at <http://www.njta.com/media/7615/fiberoptic-cable-certification-design.pdf>) attesting that they have been acquainted with the information shown on the As-built drawings and the field conditions and that they have incorporated same in the contract. As-built drawings of the Fiber Optic Cable facilities are on file in the Authority's Engineering Department. The Successful Qualified Firm shall show on the contract drawings the Fiber Optic Cable facilities when in proximity of the proposed work.

The Successful Qualified Firm shall identify conflicts within their OPS limit and be responsible for the coordination and design of all other utility relocations. All utilities shall be maintained and protected during construction. Relocation schemes shall be coordinated with the utility companies prior to preparing and executing all Utility Orders for utility relocation work. The Successful Qualified Firm shall also investigate and identify proposed future utility installations that may be impacted by the Program including any betterment, abandonment, or removal of existing facilities that are under consideration by the utility companies. Any required preliminary engineering costs requested by the utility companies will be paid by the Authority through a Utility Order. The Successful Qualified Firm shall be responsible to negotiate with the respective utility companies for their respective preliminary engineering fees (if requested) and utility relocation costs and prepare the Utility Order for execution by the Authority. The Successful Qualified Firm shall also be responsible for preparing supplements to Utility Order(s) as required.

The summary of anticipated utility impacts is provided as reference material in the PD report which includes the preliminary design findings with regards to utility impacts and the potential costs associated with mitigating these impacts. Utility information shown in the preliminary design documents has been determined based on a review of as-built plans, meetings with utility companies, and field visits / review of visible utility markouts on site.

Utility relocation work shall be designed in accordance with the Authority's Procedures Manual. Where feasible, eliminate overhead wire across the Turnpike, remove utility conduits from bridges and provide underground conduit systems.

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

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

c. Railroad Owner/Third-Party Stakeholder Coordination

The Successful Qualified Firm shall be responsible for confirming with railroad owners and third-party stakeholders within the project limits that all necessary project approvals or permits are obtained, and all project requirements are satisfied before advertising. The Successful Qualified Firm shall set-up all necessary Agreements and Escrow Accounts, where required under each jurisdiction's protocols.

Railroad owner and third-party stakeholder submissions shall be developed at Phase B and Phase C. The distribution of these submissions shall be coordinated through the Authority and PM team for submittal to each railroad owner and third-party stakeholder having jurisdiction for review. Coordination, submission reviews and approvals will be necessary from Conrail and New Jersey Transit for the Hudson-Bergen Light Rail (HBLR). Resulting comments shall be addressed by the Successful Qualified Firm through a comment response summary and sent to the Authority and the PM Team for distribution.

The Successful Qualified Firm shall be responsible for ensuring that the design, inclusive of anticipated means of construction access, demolition sequence, and erection operations, is in accordance with the requirements of rail owners within the work limits.

The Successful Qualified Firm shall prepare a Local Jurisdiction tracking sheet to ensure necessary approvals have been received from those having jurisdiction prior to the Final Maintenance and Protection of Traffic (MPT) submission but no later than Phase C submission. Approvals may be necessary from the New Jersey Department of Transportation (NJDOT), County and Local Engineering departments, Port Authority of New York and New Jersey (PANYNJ), police and school officials and municipal Mayors and/or administrators, depending upon the complexity of the MPT or detour.

d. Right-of-Way

Management of all Right-of-Way documentation shall be completed through the Authority's PAECETrak System. The Successful Qualified Firm shall identify staff to be provided PAECETrak training.

The Successful Qualified Firm shall prepare Right-of-Way acquisition documents for permanent or temporary impacts, as required. The plans shall be prepared in accordance with the Authority's Design Manual and in accordance with Section 9 and other sections of the Authority's Procedures Manual. Right-of-Way for construction access and environmental mitigation shall also be considered in the development of Right-of-Way documents. Right-of-Way documents shall comply with the New Jersey Recordation Act (formerly Map Filing Law). The Successful Qualified Firm shall prepare preliminary jurisdictional agreement(s) and map(s) for improvements at the affected areas of the project, outlining the jurisdictional responsibilities of the Authority, PANYNJ, State, Counties, and Municipalities at an appropriate scale satisfactory to the Authority. Due to the timeline associated with an extensive Right-of-Way acquisition process, the improvements should be developed to minimize Right-of-Way effort.

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

e. Environmental Permitting

The Successful Qualified Firm will be provided with relevant permit applications that are the responsibility of the preliminary engineering design and initial environmental services phase of the Program, including those associated with the National Environmental Policy Act (NEPA), NJ Executive Order 215 (EO215) (1989 Kean), United States Coast Guard (USCG), United States Army Corps of Engineers (USACE) and the New Jersey Department of Environmental Protection (NJDEP).

The Successful Qualified Firm shall ensure that the final design and contract documents comply with the conditions and restrictions of permits/approvals submitted and obtained during the preliminary engineering design and initial environmental services phase of the Program. The Successful Qualified Firm shall prepare all supporting documentation to allow the PM Team to submit the required applications to obtain all other necessary environmental permits for the proposed project including, but not limited to, NJDEP permits and approvals (including Freshwater Wetlands, Waterfront Development, Flood Hazard Area, Stormwater Management) and Soil Erosion and Sediment Control Permits/Plan Certification. The Successful Qualified Firm shall submit applications for all necessary Road Opening Permits and NJDOT Access Permits and shall investigate and identify the need for any other permits. This investigation of such other permit applications and any additional design required by such other permits not listed above will not be regarded as Extra Work. The Successful Qualified Firm shall remain available to support the PM Team through the end of construction or until such time that all conditions of regulatory permits and approvals within Section 3 are closed out, whichever is later.

The PM Team will be the primary contact with the NJDEP, USCG, USACE except in the event that the Authority feels it is appropriate to contact the environmental regulatory agencies directly. The Successful Qualified Firm will not contact environmental regulatory agencies directly for the Program.

f. Stormwater Management/Water Quality Measures

This Program is considered a “major development” under NJDEP’s Stormwater Management (SWM) Regulations (N.J.A.C. 7:8). As part of Preliminary Design, potential SWM basin locations have been identified. These basin locations will need to be designed and sized as part of Final Design. The SWM design shall follow the NJDEP SWM regulations. However, the SWM design is exempt from the Green Infrastructure design standards in accordance with a Memorandum of Understanding between NJDEP and the Authority dated April 2, 2020.

Based on the information provided in the PD Report, the Successful Qualified Firm shall create a preliminary roadway drainage design which addresses the location and size of detention, retention and/or water quality basins, shows the general location of the proposed pipe network and outfall structures, and documents areas of potential concern with associated recommendations. The stormwater management system within Section 3 shall be sized appropriately to include any needs of adjacent Section 2 as identified through project design coordination efforts. Coordination with the Section 2 Consultant shall be through the PM Team. The design shall satisfy current requirements of the NJDEP. Upon the approval of the Authority and PM Team, the Successful Qualified Firm shall prepare final drainage plans.

Prepare a final project drainage design in accordance with applicable sections of NJDEP’s stormwater management rules and Flood Hazard Rules. Provide preliminary locations and sizes for Best Management Practices (detention, retention and/or water quality basins) to comply with the Rules. The

design shall address the location and size of detention, retention and/or water quality basins and/or swales which must also be in conformance with the NJDEP's current water quality requirements.

g. Drainage Improvements

The Successful Qualified Firm shall develop drainage studies and final designs, including the investigation of the condition of the major drainage relief structures beneath the existing roadway within the project limits and on or below the existing structures. The Successful Qualified Firm shall prepare support documentation ("Post Construction Program Design Checklist for Individual Projects" form) necessary for compliance with the Authority's Stormwater Pollution Prevention Plan for activities associated with the design. The studies and design shall also incorporate drainage during staged construction, in accordance with the Authority's Design Manual. A drainage report shall be submitted as part of the Phase B Submission.

h. Lighting and Power Design

The Successful Qualified Firm shall design a new highway lighting and power system which will be owned and maintained by the Authority, relocate existing utility owned highway lighting, and prepare utility orders for the Utility Company installed facilities as required. Lighting shall be designed for temporary requirements during staged construction as well as the final configuration. Lighting shall be coordinated with existing lighting on the NB-HCE corridor at each terminus of this Contract. The highway lighting and power system design shall be coordinated with the Section 2 Consultant to allow these systems to be sized appropriately and to determine the required location for power system equipment. Coordination with Section 2 Consultant shall be through the PM Team. Provisions shall be included to maintain existing lighting system where applicable or until such time that it is no longer needed.

Lighting design shall be performed in accordance with the requirements of the current edition of the Authority's Design Manual which specifies criteria, limits, and equipment. Where applicable the lighting design shall conform to Federal Aviation Administration (FAA) requirements. Contract documents shall specify the light standard manufacturer perform a pole vibration analysis to confirm the suitability of the Authority's standard structure-mounted lighting standards for use on the replacement structures and elevated sections of the HEW and HWE roadways. Preliminary lighting plans will be submitted for review with Phase B. Upon approval of the design, the Successful Qualified Firm shall prepare lighting plans for Pre-Phase C and subsequent submissions.

Subsurface Investigation

A Preliminary Subsurface Investigation Work Plan (PSIWP) has been developed during Preliminary Engineering and these boring plans, logs, and soil test results are provided in the reference material.

The Successful Qualified Firm will review the PSIWP and coordinate with the PM Team to establish the location and number of additional borings and supplemental geotechnical testing beyond what was performed during preliminary design to support final design. The PM Team will be responsible for preparing contract documents, soliciting bids, entering into a contract with a boring contractor, and administering and inspecting the boring contractor's operations.

The Successful Qualified Firm shall prepare all geotechnical reports.

i. Roadway

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

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

Where widening of the existing roadways is required, the Successful Qualified Firm shall investigate alternatives to address the impacts of the increased roadway footprint. These alternatives may include but are not limited to reinforcement of the existing roadway side slopes, retaining walls or acquisition of Right-of-Way.

The geometric design and pavement design of mainline roadways and interchange ramps shall be in accordance with the Authority's Design Manual unless altered by the approved preliminary design.

The design of roadside protection elements such as guide rail, concrete barriers and attenuators shall be in accordance with the Authority's Design Manual. Length-of-need calculations for guide rail shall be based upon a field inspection and survey of each site. Copies of all calculations shall be included with the Phase B Review Submission.

Roadway construction shall not extend beyond the limits of the preliminary design as to disturb or cause reconstruction of the existing Turnpike Interchange 14A toll plaza facilities to remain. Construction shall not interrupt or restrict the collection of tolls.

The Successful Qualified Firm shall develop horizontal and vertical alignments, typical sections, and related design information for temporary alignments necessary to maintain traffic during construction, including the temporary crossover of traffic onto the new Westbound Newark Bay Bridge on the east side of Newark Bay and for the traffic switch to the final roadway configuration for both the HEW and HWE roadways once the new Eastbound Newark Bay Bridge is available to traffic. All necessary information for temporary alignments shall be included in the contract documents for any condition to be in place longer than 72 hours. The contract documents shall also accommodate transitioning the NB-HCE corridor from the proposed roadway section to meet the existing conditions at the eastern terminus of the Contract.

j. Signing and Striping

The Successful Qualified Firm shall design the signing and striping within the limits of Section 3 based upon the preliminary design signing and striping provided in the reference material. The contract documents shall include provisions for maintaining existing signing until the proposed signing is installed, along with interim signing that may be required in coordination with the proposed Maintenance and Protection of Traffic. The proposed or modified signing shall be prepared in accordance with the current edition of the Authority's Design Manual, Standard Drawings and the "Manual on Uniform Traffic Control Devices" (MUTCD) as applicable. A Preliminary Signing Layout at 1 inch =100 feet shall be prepared as part of the Pre-Phase B Submission and should show the existing and proposed locations of all major signs, Hybrid Changeable Message Signs (HCMS), Variable Message Signs (VMS), and Variable Speed Limit Signs (VSLs). The contract documents shall also accommodate transitioning the NB-HCE corridor from the proposed lane configuration to meet the existing conditions at the eastern terminus of the Contract.

The Successful Qualified Firm shall use the “Guideline for Use of VMS Systems for Construction”, provided as reference material, in developing recommendations for use of the various types of permanent variable message signs and in the preparation of details for portable variable message signs.

k. ITS

The Successful Qualified Firm is responsible for the final design of the local fiber optic network and all systems within the project limits, including but not limited to CCTV, traffic monitoring cameras, and roadway weather information system. The design of this local fiber optic network must be coordinated with the design of the Authority’s fiber optic backbone which will be carried across the elevated sections of the HEW and HWE roadways, the design of which is the responsibility of the PM Team.

l. Structures

The Successful Qualified Firm is responsible for the final design of all structures within the limits of Section 3 including but not limited to all bridges and viaducts, overhead sign structures, and retaining walls.

The new structures shall be designed in accordance with criteria outlined in the Authority’s current Design Manual for new bridges, including seismic design and staged construction/demolition requirements. All structures will be classified as “Critical” as it relates to the seismic design of the new bridges.

All structures within Section 3 shall be designed for a 150-year overall service life in accordance with the requirements developed during preliminary design. The required service life goals for design of individual bridge components can be found in the PD Report. Use of prestressed concrete and post-tensioned concrete shall be at the sole discretion approval of the Authority. The Successful Qualified Firm shall design for the accommodation and support of the Authority’s fiber optic backbone on all HEW and HWE structures. The Successful Qualified Firm shall evaluate the need for and, if required, provide a design for the installation of wet/dry standpipes on each structure in coordination with Authority’s Operations’ and local agency emergency response requirements.

The Successful Qualified Firm shall provide final engineering design calculations and LRFR load ratings for the new structures, in accordance with the Authority’s Load Rating Manual (current version).

The Successful Qualified Firm will be responsible for the design of temporary cross-over directing traffic onto the new Westbound Newark Bay Bridge. A portion of this temporary crossover will be located on elevated structures over John F. Kennedy Boulevard and over Avenue C near the interface with adjacent Section 2.

m. Demolition

The Successful Qualified Firm shall evaluate and provide deconstruction contract documents for the demolition and legal disposal of the existing elevated structures within the milepost limits of this OPS. The Successful Qualified Firm shall analyze the existing structures and develop a demolition sequence for these structures. The demolition analysis and sequence shall always ensure the stability of the existing structures, the safety of adjacent or below structures and roadways, and meet the requirements of the Program’s schedule. The Successful Qualified Firm shall investigate allowable equipment which may be used for demolition, the access requirements for demolition, and means and methods that shall not be permitted, and include this information in the contract documents.

n. Routine and Emergency Bridge Repairs

The Successful Qualified Firm shall design repairs necessary for the maintenance of the existing bridge decks in their entirety between Mileposts N2.9 and N4.1, throughout the duration of the Contract. Provisions shall be included in the contract documents for such repairs to be performed. The Successful Qualified Firm shall also provide design details for typical routine steel repairs, including but not limited to, web plate repairs, flange and flange angle repairs, stiffener repair and bearing replacements. For purposes of estimating the level of effort for the design of routine and emergency bridge repairs to maintain existing bridges throughout construction and until traffic is removed from the existing structures, a total Design cost to be utilized for this task will be provided to the Qualified Firms if and when they are requested to provide a Technical and Sealed Fee Proposal for this assignment.

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

o. Temporary Shielding/Catch Protection

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

p. Staging and Disposal Operations

The Contract Drawings shall identify all project areas where provisions for noise and dust control are required, as well as staging areas for equipment, storage, and disposal of materials. Methods and locations for disposal of removed materials and debris shall be included in the contract drawings and specifications. The Successful Qualified Firm shall specify the disposal of concrete, asphalt, and other debris off of the Authority's property.

q. Constructability

The Successful Qualified Firm shall evaluate and review the proposed construction contract packaging set forth in this RFEI. The Authority is interested in construction contracts that are appropriately sized for risk and competitiveness and that meet the Anticipated Project Schedule. Any recommendations for adjustments to construction contract limits or schedule or revisions to the number of construction contracts shall be presented to the Authority and the PM Team for further discussion. Proposed revisions shall be based on final design refinements or opportunities for Project schedule or cost savings. Changes to the construction contract limits or packages shall be at the sole discretion of the Authority.

The Successful Qualified Firm shall perform a detailed constructability review of the design in accordance with the requirements in the most current version of the Authority's Procedures Manual and as supplemented by the Program. This constructability review shall identify, investigate, and address constructability issues as part of the final design process, including but not limited to current and available construction techniques, scheduling, economic factors, permit conditions, maintenance and protection of traffic, grade and profile changes at stage limits, construction access, available contractor laydown areas and production rates.

Preliminary design was advanced under the assumption that the replacement of the Southeast Viaduct would be performed as a standalone design and construction contract. However, the Successful Qualified Firm shall be responsible for the full limits of Section 3 as described in this RFEOI, inclusive of the Southeast Viaduct.

Construction Cost Estimates and construction schedule shall be provided with each Phase Submission. A draft anticipated construction schedule, draft construction estimate, and draft constructability report shall be submitted at Phase A. A preliminary Construction Schedule with backup computations and an updated draft Constructability Review Report shall be provided with the Phase B Submission. The final Constructability Review Report, including final Construction Cost Estimate, final Construction Schedule, and summary of resolved constructability issues shall be provided with the Phase C Submission.

The Successful Qualified Firm shall be responsible for the Constructability Review which shall be performed by qualified independent constructability expert(s) that are not a member of the design team or employed during the OPS final design period by a potential bidding contractor.

r. Maintenance and Protection of Traffic (MPT)

MPT shall be designed in accordance with the criteria outlined in Authority's Design Manual, Standard Drawings, Manual for Traffic Control in Work Zones, and Lane Closure Tables under the Lane Closing Application. All final MPT Plans and Specifications must meet the approval of the Authority's Operations Department. MPT on facilities outside of the Authority's jurisdiction shall follow the standards and specifications of the agency with jurisdiction.

Traffic protection plans, profiles and cross sections shall be developed for each construction stage indicating proposed traffic staging that details construction barrier layout, cone lines, signing, positioning of attenuator systems, line obliteration, temporary line striping and proposed work zones. The current number of mainline and ramp through lanes must be maintained in each direction throughout the work limits of major construction stages, except for short duration (daily/nightly) closures required for Contractor access, placement of construction barrier and line striping changes. The current number and configuration of existing toll lanes at the Interchange 14A toll plaza shall be maintained and remain operational during all phases of staged construction of the project unless approved otherwise by the Authority. Continuous access to Authority Maintenance facilities and roadways shall be maintained. The contract documents shall define the allowable primary and supplemental lane closing hours, starting and ending point locations for detours and lane closings, and line striping tapers for each construction stage and work zone, as deemed permissible by the Authority's Operations Department during the design process, so that the Contractor is made fully aware of access restrictions for this project. Use of Standby Wrecker Service shall also be evaluated and incorporated into the contract documents as necessary.

Staging limits shall consider proposed construction joint locations to ensure that they will not be located in the permanent wheel paths. Construction joints shall be aligned within 1 foot of permanent lane lines, or within 1 foot of the center of permanent lanes, where feasible. MPT and construction staging shall be coordinated with any concurrent contracts in the project area.

The MPT design shall be coordinated with the Section 2 Consultant where required. Coordination with the Section 2 Consultant shall be through the PM Team. The Successful Qualified Firm will be responsible for the design of a temporary cross-over on the east side of Newark Bay directing traffic onto a newly constructed Westbound Newark Bay Bridge (to be designed by Section 2 Consultant). A portion of this temporary crossover will be located on elevated structures over John F. Kennedy Boulevard and over Avenue C near the interface with adjacent Section 2. The Successful Qualified Firm will coordinate design

activities related to this temporary crossover at the Section 3 and Section 2 interface through the PM Team. The MPT design must also accommodate transitioning the NB-HCE corridor to meet the existing conditions at the eastern terminus of the Contract during all stages and at the completion of the Contract.

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

The Successful Qualified Firm shall prepare a Preliminary MPT Coordination Report as part of the Pre-Phase B submission. The Successful Qualified Firm shall also prepare a Pre-Phase C submission including traffic control plans, complete MPT specifications and appendices, draft Traffic Impact Notices, and a construction schedule with backup computations. This submission shall meet the requirements of the Phase C MPT submission as noted in the Authority's Procedures Manual and shall be 95% complete. The submission shall be prepared with sufficient time to allow for Authority Engineering and Operations Department and PM Team review, comment resolution, and contract document revisions so as not to delay the Phase C submission date.

s. Traffic Management

The Successful Qualified Firm will support the PM Team in refinement and implementation of a Traffic Management Plan (TMP). Traffic models and visualizations shall be provided as required to reflect conditions during and after construction and shall be made available as necessary for presentation at meetings with stakeholders and the public. Traffic management shall be coordinated with Section 2 Consultant. Coordination with the Section 2 Consultant shall be through the PM Team.

t. Security

All security documents shall be managed in accordance with the Authority's requirements for the handling of secure information, which will be provided to the Successful Qualified Firm at the kickoff meeting. The Authority will provide the Successful Qualified Firm with the confidential privileged security design requirements for the final design work as required. The Successful Qualified Firm shall provide a final design in accordance with these criteria and shall submit a Security Report as described under Deliverables below. Handling of secure information shall be in accordance with the Authority's policy and as supplemented by the Program. Successful Qualified Firms will be required to provide Secure Worker Access Consortium (SWAC) certifications for staff for the duration that they will be required to handle secure information under this OPS. A total direct expense cost to provide these SWAC certifications will be provided to the Qualified Firms if and when they are requested to provide a Technical and Sealed Fee Proposal for this assignment.

u. 3D CADD/BIM Modeling

The Successful Qualified Firm shall utilize 3D CADD/BIM modeling throughout the design process. Anticipated uses of BIM models include clash detection, demonstration of construction sequencing and staging, evaluation of the constructability of elements, horizontal/vertical clearance verification during final design as well as animation and rendering visuals for public outreach and messaging. BIM Models will also be incorporated into an overall federated Program Model environment including existing conditions context that will be utilized to generate renderings and other visualizations for public outreach. A 3D CADD model, developed to a Level of Detail (LOD) 300, will be part of the Successful Qualified Firm's final deliverable to the Authority. The Successful Qualified Firm shall develop the BIM models based on the Authority CADD standards, Program BIM Manual as provided in reference material and the current National Institute of Building Sciences (NIBS) US National BIM Standard, Version 4.

v. eGIS Deliverable

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

w. Construction Contract Documents

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

x. Project Controls

1. Project controls shall include document control, reporting and cost controls, scheduling, risk management and design quality management.
2. A collaborative Program SharePoint site will be utilized for this Program. The Successful Qualified Firm shall provide information as required by the PM Team, follow naming conventions and criteria, utilize this site as a resource daily, and fully participate in the utilization of this site. The PM Team shall operate, maintain, and control this site and shall provide training to the Successful Qualified Firm. The Successful Qualified Firm shall at a minimum perform the following tasks using the SharePoint site: view, post and edit documents and databases, as appropriate on a daily basis, submit all required deliverables in electronic format and participate in the comment resolution process. The selected Successful Qualified Firm shall fully commit to the use of this site.
3. The Successful Qualified Firm shall have a secure information manager (SIM) to manage all protected documents in accordance with Program requirements as provided as reference material. The SIM shall have SWAC clearance for handling all confidential privileged documents.
4. The Successful Qualified Firm shall submit a detailed design schedule upon the OPS' notice to proceed in Primavera P6 for review and approval by the Authority. The Program scheduling requirements will be accordance with the Authority's Procedures Manual and as supplemented by the Program. The schedule shall identify all submission dates, review times, major activities, durations, critical path items, interdependencies, etc., to complete the scope of service required for the project. Monthly updates of the approved schedule shall be submitted in progress reports. The Schedule submitted for this RFEOI shall include this required information.
5. The Successful Qualified Firm shall also develop an Anticipated Construction Schedule for each construction contract in accordance with the Authority's Procedures Manual and must provide schedule information to the PM Team and Authority for the development of Program Level scheduling.

3. Post Design Services

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

Post Design Services includes working with the other Design Engineers within the corridor to align MPT demands, field deliveries and global construction progress schedules submitted by multiple Contractors under multiple Contracts.

4. Public Involvement

The Successful Qualified Firm will be required to attend monthly Public Strategy Meetings with the PM Team and the Authority.

The Successful Qualified Firm will lead three (3) Public Information Centers (PICs) to present design of the project. The Successful Qualified Firm will prepare and provide all necessary design-related information, renderings, three (3) animations, and presentation materials to support the PICs, prepare meeting notes, and coordinate responses to submitted questions during and after the PIC with the Authority and PM Team. The Successful Qualified Firm to have the appropriate key personnel attend the PICs. Assume an initial pre-meeting and second meeting prior to each PIC.

The Successful Qualified Firm will also prepare necessary design-related information, renderings, three (3) animations, and presentation materials to support and present at up to three (3) Public Hearings.

The Successful Qualified Firm will be responsible for supporting the Authority's efforts in complying with Executive Order No. 172 (Kean) (E.O.172), which requires that transportation agencies solicit public input regarding proposed transportation projects. In this regard, the Authority is planning to hold 3 Public Hearing(s), one in Newark, Bayonne and Jersey City. The Successful Qualified Firm's services for the E.O.172 Public Hearings shall include, but not be limited to supporting the Authority and the Program Manager, preparing all necessary exhibits, PowerPoint presentations and newsletters, assisting the Authority's and Program Manager's personnel with the oral presentation of the project at the hearings, presenting the final designs publicly at the Public Hearings, preparing the Final Hearing Reports and assisting the Authority and the Program Manager in satisfying all E.O.172 requirements. This effort shall be performed in close coordination with the Authority's Design Liaison and Program Manager. No contact shall be made with the public or municipal, county or state officials unless authorized in advance by the Authority.

The Successful Qualified Firm will provide necessary design-related information on a quarterly basis to support the development and updating of the Authority's Program Website.

5. Miscellaneous

- a. Include provisions in the Specifications for controlling the dust and noise originating from any construction operations into the construction contract where necessary.
- b. The Specifications shall state the contractor will be required to follow the "One Call Law" field stake out in accordance with the N.J. Board of Public Utilities Excavator Handbook for damage prevention of buried utilities. The One Call System can be reached by dialing 1-800-272-1000.
- c. The Successful Qualified Firm shall identify areas where roadway communication facilities will be affected by work and make provisions for maintenance of same, as necessary.
- d. The Successful Qualified Firm shall specify all shop drawings required for the project and list them and required submission dates within Subsection 104.08 of the Specifications.
- e. The Successful Qualified Firm shall coordinate with the designated New Jersey Turnpike Authority Key Custodian or Security Liaison to obtain security keys necessary to open the locks at locations where security fence is present. A representative of the Successful Qualified Firm who will require access at secured locations shall obtain the security key in person at a designated Authority facility.
- f. The Successful Qualified Firm must obtain (and have in its possession) a Traffic Permit, issued by the Authority's Operations Department, before they will be allowed to enter the Authority's Right-of-Way to perform any professional services hereunder. The Traffic Permit Application may be downloaded from the Authority's website under **Doing Business – Reference Materials** and requires the Successful Qualified Firm's signature agreeing to the Traffic Permit Indemnification and Waiver of Claims
- g. Traffic Control Coordinator (TCC) shall be required where lane and half ramp closings are to be installed by the Successful Qualified Firm, subconsultant or subcontractor as part of design or bridge inspection. A TCC will not be required for shoulder closings installed by the Successful Qualified Firm or vendor. Refer to Standard Specifications Subparagraph 801.03(A)(6) for TCC requirements and certification, which shall apply to design and bridge inspection tasks involving lane and half ramp closings.

ADMINISTRATIVE:

1. Project Coordination – The Successful Qualified Firm shall coordinate its activities with Authority and PM Team personnel throughout the course of this project. Upon commencement of services under the OPS, the Successful Qualified Firm shall establish a means of coordinating and reporting its activities with the Authority's designated representative(s) to ensure an expeditious exchange of information. The Authority shall be informed of all meetings with other agencies, government officials and/or groups so that Authority personnel can attend if necessary.

The Successful Qualified Firm is responsible to coordinate all design activities that interface with, or may affect, adjacent Section 2 through the PM Team. This will include, but is not limited to, stormwater management facility design, highway lighting and power design, fiber optic backbone design, and MPT. The PM Team shall act as an extension of the Authority and will provide coordination/guidance for the Successful Qualified Firms in final design of the Program on the behalf of the Authority.

Throughout the duration of the project, the Successful Qualified Firm shall maintain a document control system recording the disposition of all documents associated with the project. The Successful Qualified Firm shall also

prepare a detailed project schedule using Primavera software for activities to be completed. The schedule shall identify all submission dates, review times, major activities, durations, critical path items, interdependencies, etc., to complete the scope of service required for the project.

The Successful Qualified Firm shall work in harmony with any and all entities that have been and may be retained by the Authority for this project and the Program.

The Successful Qualified Firm may be required to meet with representatives from appropriate Federal, State, County, Municipal, Utility and other private or public organizations or agencies, as necessary, to effectuate the completion of work items. The Successful Qualified Firm shall give adequate notification of all meetings to the Authority through the Authority's PM Team and Authority's Design Liaison. The Successful Qualified Firm shall conduct a pre-meeting with the PM Team and the Authority's Design Liaison. High level meetings will be attended by the Authority as required. Other meetings for the purpose of discussing typical design related issues are anticipated to be attended solely by the Successful Qualified Firm. The Successful Qualified Firm will prepare the agenda and, all minutes of meetings attended within five (5) working days with copies to the Authority, and others as appropriate. Draft meeting minutes will be shared with the Authority's Design Liaison's for review before they are issued to the attendees. The Successful Qualified Firm is responsible for the preparation of all necessary design work, graphics, renderings, displays, exhibits and like material as needed for the meetings. All presentation materials shall be submitted to the PM Team for review prior to the pre-meeting. The Successful Qualified Firm will prepare the draft memoranda of meetings for review by the PM Team and Authority's Design Liaison within five (5) working days of the meeting. The Successful Qualified Firm shall also prepare a separate comment resolution document to memorialize the meetings, decisions, and questions raised.

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

2. Management Requirements – The Successful Qualified Firm's Project Manager and Key Personnel shall possess a valid New Jersey Professional Engineer's license and shall not be removed from the OPS and replaced with another Project Manager or Key Personnel without prior written approval from the Authority's Chief Engineer or his representative.

It is expected that the Project Manager will actively manage the project and will lead/participate in all project-related meetings. The Project Manager will serve as the primary point of contact for the team and be available for project-related matters.

3. Progress Reports – The Successful Qualified Firm will be responsible to prepare and submit monthly progress reports indicating percent of work completed by task, work completed in the last month, work to be performed, actions/decisions required by the Authority, and the status of the project's schedule and budget (expended and forecasted spending). Reports shall be submitted on a monthly basis and coincide with the invoice submitted for the same time period.

Progress reports shall contain monthly updates of the approved schedule. Progress reports shall also include an estimate of the Authority's financial spending plan for the project. This spending plan will be detailed for the OPS, construction contract(s), Utility Order(s), and any other costs to be paid by the Authority.

4. Status Meeting - It is anticipated that the Successful Qualified Firm will be required to conduct monthly project status meetings with the Authority throughout all design work on the project and prepare the memoranda of meetings for review by all attendees within five (5) working days of the meeting. These meetings shall typically occur at the Authority's Administrative offices but can be held virtually at the Authority's discretion. Other meetings may be scheduled based on project needs.

The Successful Qualified Firm shall attend monthly design meetings with the Authority (for the duration of all design work) and will prepare the memoranda of meetings for review by all attendee within five (5) working days of the meeting. The Successful Qualified Firm shall also prepare a separate comment resolution document to memorialize the meetings, decisions, and questions raised. These meetings shall typically be half in-person at the Authority's Administrative offices and half will be virtual.

5. The Successful Qualified Firm shall also participate in a minimum of fifteen (15) Technical Workshops with Subject Matter Experts (SMEs) to discuss key technical design issues and will prepare the memoranda of meetings for review by all attendee within five (5) working days of the meeting. The Successful Qualified Firm shall also prepare a separate comment resolution document to memorialize the meetings, decisions, and questions raised. Technical Workshops will be held at the Authority Administrative Offices.
6. Invoicing Requirements – All invoices shall be consecutively numbered and shall contain the words, "Order for Professional Services No. T3923 Design Services for Newark Bay-Hudson County Extension Improvements Program, Section 3, Milepost N2.9 to N4.1". Invoices will not be processed before the progress report for that month's activities have been submitted.

Invoices are **required** to be submitted (electronically to EngineeringOPSInvoices@njta.com) on a **monthly** basis. They shall be submitted to the Authority within 15 business days of the cutoff date. The Successful Qualified Firm will also be responsible for preparing and submitting, as part of this invoice, projected billings associated with the OPS, monthly billing projections for two years from the billing date and quarterly billing projections for the duration of the OPS.

The Successful Qualified Firm shall submit time sheet summaries. Individual employees' time sheets are not required, unless specifically requested by the Authority. Direct expenses shall be reimbursed in accordance with the expenses identified in Attachment B, Subsection B3.

The Successful Qualified Firm shall immediately notify the Authority's representative in writing if the percentage of fee earned exceeds the percentage of services completed. The Successful Qualified Firm shall immediately implement the necessary adjustments and/or make recommendations on how to alleviate this condition. Failure to do so may result in the Successful Qualified Firm being required to absorb any costs beyond the authorized fee.

The Successful Qualified Firm shall be responsible to submit to the Authority for approval the wage rates of personnel that will be working on the project.

7. The Successful Qualified Firm shall develop a risk management plan, manage all threats and opportunities, and develop and participate in up to three (3) risk management workshops if required by the Authority. Estimates and schedules are to be at a P80 level of confidence.

8. The Successful Qualified Firm shall develop a design quality management plan (DQMP) which shall incorporate all Program quality requirements. The DQMP must identify all quality control and assurance processes clearly, have a clear sign-off process and track deliverables.

DELIVERABLES:

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

Reports and phase review documents shall be submitted in accordance with the Authority's Procedures Manual and as supplemented by Program requirements, including the number of hard copies required. The Successful Qualified Firm shall allow for a minimum four (4) week review period by the Authority for each submission. However, any delays caused by the Authority's review process shall not be sufficient reason for additional compensation.

All project deliverables will also be provided to the Authority, at no additional cost, in electronic format (PDF or as otherwise required). The Successful Qualified Firm will submit all project deliverables through the Program collaborative SharePoint site established by the PM Team and will participate in comment resolution utilizing the site.

Prior to submission of any deliverable the Successful Qualified Firm will perform a QA/QC review of the submission and submit one (1) complete set (in PDF format) to the PM Team and the Authority's Design Liaison through the Program collaborative SharePoint site for advanced review and authorization to submit the deliverable materials.

The Successful Qualified Firm will be required to submit the appropriate completed submission checklists along with any other submission documents identified by the Authority's Procedure Manual and as supplemented by Program requirements. Failure to comply may result in rejection and resubmission of the entire deliverable package. Submission Distribution Matrices for each Phase Submission, including number of hard and electronic copies, are also required.

The final submission of the contract documents shall follow the Phase D submission requirements found in the Authority's Design Manual. Included with this submission, the Successful Qualified Firm shall provide to the Authority, at no additional cost, the electronic file(s) of the procurement documents.

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

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

Review comments from the PM Team, the Authority, and/or other Agencies and Stakeholders will be provided to the Successful Qualified Firm for compilation and response. The Successful Qualified Firm shall prepare a comment resolution summary document for submission through the Program collaborative SharePoint site within three (3) weeks of receipt of comments. Once all comments are closed out and approved by the PM Team and the Authority, final design work may proceed to the next phase. Should the Successful Qualified Firm choose to advance portions of the design prior to receiving full comment resolution concurrence, they shall notify the Authority's Design Liaison and PM Team. The Successful Qualified Firm is proceeding at their own risk and any rework resulting from comments or non-compliance with Program requirements shall be at no cost to the Authority.

The following Environmental Documents shall also be submitted during final design:

- New Jersey Department of Environmental Protection Permit Application (Freshwater Wetlands, Waterfront Development, Flood Hazard Area, Stormwater Management)

Soil Erosion and Sediment Control Plan Application

REFERENCE MATERIALS:

The reference materials 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 RFEOI notification process. If there are any questions or issues related to the Secure File Sharing Site, please contact Anne Sinagra via e-mail at sinagra@njta.com. The subject line should read, "OPS No. T3923 Secure File Sharing Site Information".

Subsection B3
Compensation Basis

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

The Sealed Fee Proposal (if and when requested) shall be submitted as a cost-plus fee based on reimbursement of direct professional and technical salaries times a multiplier, not to exceed 2.8, based on a 10% allowance for profit and an overhead rate of 154.5%, or the individual Qualified Firm's overhead rate as determined by Federal Acquisition Regulations (48 CFR Part 31.105), whichever is less, plus direct expenses, subconsultant services and subcontractor services, at cost. 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 2.8.

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 Technical 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, provided such change does not increase the Successful Qualified Firm's final negotiated Fee Proposal. Overtime must be approved by the Authority.

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.

Request for Expressions of Interest

OPS No. T3923

Design Services for Newark Bay-Hudson County Extension
Improvements Program, Section 3, Milepost N2.9 to N4.1

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Given the potential for out-of-scope activities to arise during the performance of this OPS, the Qualified Firm will be directed to include a 15% contingency of the cost-plus fee based on reimbursement of direct professional and technical salaries times the multiplier (burdened labor fee) for "Unanticipated Services" in their Fee Proposal. These contingency monies will be utilized only upon receipt of written notification from the Authority explicitly authorizing the use of these monies.

Direct expenses shall include approved subconsultant services, mileage, test pits, vendor invoiced printing of phase submission documents, final documents, mylars, final plans in .PDF format, meeting displays/exhibits, and permit application fees. Mileage will be paid at the prevailing federal mileage rates (www.irs.gov). Mileage will be reimbursed for travel between the Successful 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. 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. 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 B4
Qualified and Eligible Firms

1. AECOM Technical Services
2. Arora and Associates, P.C.
3. Arup US, Inc.
4. AtkinsRéalis USA Inc.
5. Boswell Engineering
6. Buchart-Horn, Inc.
7. CDM Smith Inc.
8. Dewberry Engineers Inc.
9. Gannett Fleming, Inc.
10. Greenman-Pedersen, Inc.
11. Hardesty & Hanover, LLC
12. HDR Engineering, Inc.
13. IH Engineers, P.C.
14. Infra Tech Engineering, LLC
15. Jacobs Engineering Group Inc.
16. Johnson, Mirmiran & Thompson, Inc.
17. KC Engineering and Land Surveying, PC
18. Kimley-Horn and Associates, Inc.
19. Malick & Scherer, P.C.
20. McCormick Taylor, Inc.
21. Michael Baker International, Inc.
22. Mott MacDonald LLC
23. NAIK Consulting Group, P.C.
24. NV5, Inc.
25. Parsons Transportation Group, Inc.
26. Pennoni Associates, Inc.
27. SJH Engineering, P.C.
28. Stantec Consulting Services, Inc.
29. STV Incorporated
30. Taylor, Wiseman & Taylor
31. Traffic Planning and Design, Inc.
32. TransSystems Corporation
33. Urban Engineers, Inc.
34. Van Cleef Engineering Associates, LLC
35. WSP USA Inc.

ATTACHMENT C
Standard Supplemental Information and Forms

Subsection No. and Title

- C1. Administrative Information
- C2. Mandatory 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) superseding Executive Order 134 (2004 McGreevey), "The Elections Transparency Act," P.L. 2023, c.30, 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
- 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 Supplement Forms to be Submitted
 - (a) Affidavit of Eligibility/Disclosure of Material Litigation
 - (b) Small Business Enterprise/Disabled Veteran Owned Business
 - (c) Disclosure of Investment Activities in Iran
 - (d) Prohibited Activities in Russia or Belarus
 - (e) Source Disclosure Form
 - (f) Ownership Disclosure
 - (g) Business Registration Act
 - (h) Set-Off for State Sales Tax
 - (i) Affidavit of Moral Integrity Form
 - (j) Disclosure of Outstanding Work Form
 - (k) Recent Project Experience Form
 - (l) Commitment of Proposed Project Staff
 - (m) Certification of Staff Availability

Subsection C1
Administrative Information

Professional Corporation

Incorporated Firms that have not filed a copy of a Certificate of Authorization in accordance with N.J.S.A. 45:8-56, with the Authority must include a copy of the Certificate of Authorization 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, Technical Proposal (if applicable) 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, as described herein.

Acceptance and Rejection of EOIs and Fee Proposals (if applicable)

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 (if applicable) 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 (if applicable) 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 or RFP, including an EOI, Technical Proposal and Fee Proposal submitted by a firm in response to the RFEOI or RFP, 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 or RFP 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 Successful Qualified Firm accordingly. The Authority will not honor any attempt by a Successful Qualified Firm to designate its entire EOI, Technical Proposal (if applicable), and/or Fee Proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire EOI, Technical Proposal (if applicable), and/or Fee Proposal. In the event of any challenge to the Successful Qualified Firm/Qualified Firm's assertion of confidentiality with which the Authority does not concur, the Successful Qualified Firm/Qualified Firm 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 ex-pression, 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, affection-al or sexual orientation, gender identity or expression, disability, nationality, or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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).

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-20.13 to 20.25 (P.L. 2005, c.51) superseding Executive Order 134 (2004 McGreevey),
"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 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

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 of 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. 17:44-2.2, 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 thereto, shall be a part of any OPS awarded under pursuant to this RFEOI. 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 RFEOI, 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 contract awarded pursuant to this RFEOI 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 RFEOI. 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 RFEOI, 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 RFEOI or otherwise at law.

Subsection C8
Diane B. Allen Equal Pay Act

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>

Subsection C9

Warranty of 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

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 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.

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 & 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 Technical Proposal, 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 RFEI, 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 & 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 RFEI 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. The following forms are available at www.njta.com under *Doing Business, Engineering Professional Services, PS Supplemental Forms*.

Subsection C13(a)

Affidavit of Eligibility/Disclosure of Materials 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.

Subsection C13(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.

Subsection C13(c)
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 <https://www.nj.gov/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 Expression of Interest.

Subsection C13(d)
Prohibited Activities in Russia or Belarus

N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c.3) 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. has recently been 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 NJTA the revised *Certification of Non-Involvement In Prohibited Activities in Russia or Belarus* form.

Subsection C13(e)
Source Disclosure Certification

Pursuant to N.J.S.A. 52:34-13.2 (Executive Order 129 (2004)), the Authority must consider the requirements of New Jersey's contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

The Authority shall insure that all Firms seeking to enter into any contract in which services are procured on its behalf must disclose:

- a) The location by country where the services under contract will be performed.
- b) Any subcontracting of services under the contract and the location by country where the subcontracted services will be performed.

This information must be disclosed on the Vendor Source Disclosure Form – N.J.S.A. 52:34-13.2 (Executive Order 129 (2004)), which is available on the Authority's website and returned with your Firm's Expression of Interest (EOI).

Subsection C13(f)
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 Proposal.

Subsection C13(g)
Business Registration Act***

Proof of valid business registration with the State of New Jersey Department of the Treasury, Division of Revenue and Enterprise Services, shall be submitted by the Successful Qualified Firm prior to award of any OPS pursuant to this RFEOI 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 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 Expression of Interest.

Subsection C13(h)
Set-Off for State 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.

Subsection C13(i)
Affidavit of Moral Integrity

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

Subsection C13(j)
Disclosure of Outstanding Work

Qualified Firms shall complete and submit the Disclosure Forms for the prime and all subconsultants indicating all outstanding work with the Authority for both New Jersey Turnpike and Garden State Parkway projects with their Expression of Interest. State "none" on the form if a firm has no outstanding work with the Authority. It is specifically noted that the Authority's Disclosure Form shall be submitted with the EOI. Qualified Firms may separate types of work by category (i.e.: Design Services, Construction Services, Environmental Services, etc.) however, the "Total" amounts stated at the bottom of the page shall be the combined total amounts of all outstanding work with the Authority as identified on the form.

Request for Expressions of Interest

OPS No. T3923

Design Services for Newark Bay-Hudson County Extension

Improvements Program, Section 3, Milepost N2.9 to N4.1

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Subsection C13(k)
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.

Subsection C13(l)
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.

Subsection C13(m)
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.

ATTACHMENT D

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

(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 in 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. Where a procurement involves the proposed use of Federal funds, and Federal law, regulations, or guidelines require a procurement procedure other than those prescribed in this section, the Authority shall follow the Federal procedures. All procedures provided for herein that are consistent with Federal requirements shall be followed.

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

"Complex projects" means projects other than "simple projects," and includes most projects involving transportation, planning or complex design, or any project having an estimated fee over \$ 2,000,000.

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

"Professional architectural, engineering, and land surveying services" means those services, including, but not limited to, planning, design, environmental, and construction inspection services required for the development and construction of projects, within the scope of the practice of architecture, professional engineering, or professional land surveying as defined by the laws of this State or those services performed by an architect, professional engineer, or professional 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.

"Review committee" means the committee assigned to review a contract for professional architectural, engineering and land surveying services, which shall include at least three persons designated by the Director and approved by the Executive Director.

"Simple projects" means projects or other engineering services where the scope can be clearly defined and is not likely to change during the course of the project where the estimated fee is \$ 2,000,000 or less. Simple projects include, but are not limited to, bridge inspection projects, supervision of construction projects and highway and bridge design projects with an estimated fee of \$ 2,000,000 or less.

"Technical Review Committee" means the committee assigned to review a contract for professional architectural, engineering, and land surveying services, which shall include at least three persons designated by the Director and approved by the Executive Director.

(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 projects undertaken by the firm;
 - ii. The nature of services provided on each project;
 - iii. The qualifications of the professionals employed by the firm; and
 - iv. Other information which the Authority may determine necessary to assess the firm's qualifications.

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 EOI submittal in order to be considered for a project. For purposes of this section, a current PSPQ is one which has been on file with the Authority for no more than 24 months.

(d) Expression of interest (EOI) solicitation and/or advertisement shall be as follows:

- (a)** 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.nj.gov/turmpike, 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 services required from the prequalified firms and the evaluation process to be used for the project. When the Authority seeks to engage more than one firm through a single RFEOI, the number of firms that the Authority intends to engage shall be identified in the RFEOI.
- (b)** When general consultant services are needed, the Authority shall establish a list of criteria that firms must meet in order to be sent 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, the Authority shall review the EOIs for completeness and shall reject those EOIs which are incomplete. The Authority shall notify all firms whose EOIs are determined to be incomplete in writing. For all projects, if fewer than three EOIs are deemed complete, the EOI solicitation may be rewritten and/or re-solicited, or the procurement may continue with fewer than three firms, as determined by the Executive Director, in consultation with the Director.
2. For simple projects, the technical evaluation process shall consist of the evaluation of EOIs in accordance with the procedures set forth in this section.
3. For complex projects, the evaluation of EOIs shall serve as a method by which to create a list of firms that shall receive the requests for proposals (RFP) for the project. If only three or four EOIs have been deemed complete by the Authority, these firms shall receive the RFP and the Technical Review Committee will not conduct an evaluation of the EOIs as set forth below. If more than four EOIs have been deemed complete, the EOIs shall be submitted to the Technical Review Committee for review as set forth in (e)4 below.
4. The EOIs shall be ranked by the Technical Review Committee on the basis of numerical scores resulting from weighted rating factors. These factors will be weighted in proportion to their relative importance on a project-by-project basis. The relative weight attributed to each rating factor for a particular project and the ranking methodology shall be set forth in the RFEOI. In ranking the EOIs, the Technical Review Committee may consider criteria contained in the RFEOI, including, but not limited to:
 - i. Experience of the firm on similar projects;
 - 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 to the project;
 - vi. Commitment and ability to perform the proposed work and outstanding work with the Authority;
 - vii. Commitment to quality management;
 - viii. Attainment of Small Business Enterprise goals; and
 - ix. Any other factors specified in the Authority's EOI solicitation.
5. For simple projects, once the Technical Review Committee has ranked the EOIs, it shall require the top three or more technically ranked firms, which number of firms shall be at the discretion of the Director, to provide their proposed fees in a separate envelope. The firms shall not be told of their ranking position at this time. The selection process shall continue in the manner described in (g) below. If a particular simple project warrants, the Director may elect to issue an RFP and the selection process shall proceed in accordance with the process for complex projects.
6. For complex projects, after the evaluation and ranking of the EOIs, no fewer than the top three

ranked firms shall receive an RFP. All firms that are not to receive the RFP shall be notified.

7. When the Authority is seeking to engage more than one firm through a single solicitation of EOIs, following the Technical Review Committee's evaluation of the EOIs, it shall prepare a list of a sufficient number of technically qualified firms to enable the Authority to engage the number of firms identified in the RFEOI. If the Technical Review Committee is unable to prepare a list of technically qualified firms in a sufficient number to negotiate with and engage the number of firms identified in the RFEOI, the Authority shall reduce the number of firms it is seeking to engage through the EOI, and/or reissue the RFEOI in whole or in part. The Technical Review Committee shall negotiate with firms in the same manner as described in (g) below.

(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 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 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 firms, re-score as appropriate and shall thereupon recommend the highest ranked 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 shall either concur with the selections or direct the Technical Review Committee to pursue additional evaluation measures, consistent with the EOI solicitation or RFP, which shall be specified in writing by the Director or the Executive Director.
2. Once the selections are approved, the selected 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 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 firm, it shall formally terminate negotiations and undertake negotiations with the second highest technically ranked firm. Failing accord with the second highest technically ranked firm, the Technical Review Committee shall formally terminate negotiations and undertake negotiations with the third highest technically ranked firm. If the Technical Review Committee is unable to negotiate successfully with any of the three highest technically ranked firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with the procedure set forth herein 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 firm. 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 firm be issued 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 9/18/2017