

November 17, 2008

**To:** ALL CONSULTANTS

**Subject:** REQUEST FOR EXPRESSIONS OF INTEREST  
ORDER FOR PROFESSIONAL SERVICES NO. T3200  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES MAINLINE  
INTERCHANGE 6 TO 9 WIDENING PROGRAM

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

Profile Code(s)	Description(s)
B-151	Construction Management
B-152	Project Management (Scheduling)
B-153	Roadway Construction Inspection
B-155	Bridge Construction Inspection

Attached is a list of all consultants currently prequalified and eligible to submit an EOI for the above referenced assignment. Consultant teams that meet all of the Profile Code requirements are also eligible to submit an EOI.

To qualify as a prequalified consultant, a firm **must** have on file with the Authority a current "Professional Service Prequalification Questionnaire" (PSPQ) package prior to submission of the EOI. A current PSPQ is one that has been on file with the Authority for no more than 24 months. Only those firms who have been prequalified for the type of service this project entails will be considered. Prequalification is not required for subconsultants.

The Authority shall be seeking participation of Small Business Enterprises (SBE) as subconsultants. **The goal for this Order for Professional Services is 25% SBE participation to New Jersey Businesses** (see Section XII of the Attachment to the Expression of Interest for the program provisions)

Due to the magnitude of professional services that will be required for this OPS, the Proposer shall submit a list of SBE firms they intend to utilize during this assignment. The Proposer shall provide a minimum of two (2) SBE firms for each task or work effort (or specified portion thereof as defined by the Proposer in their EOI) they intend to engage an SBE firm to perform. Naming a SBE firm in the EOI will indicate that the Proposer and SBE firm are both agreeable in the partnership and participation for this assignment. During the course of this assignment the Consultant shall report to the Authority on a regular basis of its current and proposed use of SBE firms in order to achieve the 25% SBE participation requirement. The selected Consultant shall be required to provide evidence of a "good faith effort" during the course of this assignment if the 25% requirement is not being achieved. Proposers are specifically directed to Section XII of the attachment, which details these requirements.

## Solicitation Description

This solicitation is for professional services required to provide Construction Management and Inspection Services Mainline for the Interchange 6 to 9 Widening Program, as more specifically set forth in this Request for Expressions of Interest and its attachments. Throughout this RFEI the terms "Proposer", "Consultant" and/or "Consulting firm" shall mean the firm, and its subconsultant(s), and/or Joint Venture and its subconsultant(s) that jointly comprise the team to be used for this assignment.

Following a review of the submitted EOIs, the Authority will solicit Technical and Fee Proposals from Consulting firms it deems the most qualified for this assignment based on the EOI evaluation. Subsequent to the scoring of the Technical Proposals, Presentations will be required from the top qualified firms.

This solicitation is for OPS No. T3200, Construction Management and Inspection Services Mainline, Interchange 6 to 9 Widening Program, which is scheduled to be recommended by the Engineering Department for Commission action for issuance of this OPS at the Authority's March 2009 Commission Meeting. Consulting firms to be engaged for OPS No. T3201, Supervision of Construction Services for Section 4 (Interchange 7A), Interchange 6 to 9 Widening Program, and OPS No. T3202, Supervision of Construction Services for Section 6 (Interchange 8), Interchange 6 to 9 Widening Program, will be procured through a single solicitation to engage two firms. It is anticipated that the RFEI for OPS Nos. T3201 and T3202 will be released prior to the conclusion of the selection process for OPS No. T3200. It is, however, the Authority's desire to advance the procurement process for OPS No. T3200 to such a point that duplication of effort by the Consulting community during the procurement process for both solicitations is reduced to the greatest extent possible.

It is specifically stated that the successful Prime Consultant or Joint Venture awarded OPS No. T3200 will be precluded from being the Prime Consultant or part of a Joint Venture for OPS No. T3201 and OPS No. T3202. Further, firms that elect to pursue OPS No. T3201 or OPS No. T3202 as either a Prime Consultant or part of a Joint Venture that are a subconsultant on OPS No. T3200, must fully disclose the scope of work and fee they are assigned on OPS No. T3200. This information will be taken into account by the Authority in its evaluation of the proposals submitted by the consultants for OPS No. T3201 and OPS No. T3202.

## Program Description

**OVERVIEW** - The New Jersey Turnpike Authority's Interchange 6 to 9 Widening Program ("Program") is a proposed widening of the existing six-lane New Jersey Turnpike from the vicinity of the mainline interconnection with the Pearl Harbor Memorial Turnpike Extension, commonly referred to as Interchange 6, to the southern terminus of the existing ten-lane dual-dual roadway near Interchange 8A. Additionally as part of the Program, the outer roadways of the existing ten lane dual-dual roadway segment between Interchanges 8A and 9 will be widened by one (1) lane in each direction. The approximate limits of the Program are from Milepost 48.7 to Milepost 82.6, totaling approximately 33.9 miles through eleven (11) communities in three (3) counties of Central New Jersey. In total, this \$2.5 billion Program will add approximately 170 lane miles to the Turnpike.

**PRELIMINARY ENGINEERING** - In 2005, The Louis Berger Group, Inc. ("Berger") was engaged by the Authority to perform conceptual studies and preliminary engineering for the Interchange 6 to 8A Widening, which included the investigation into the potential for the addition of a third lane to the outer roadways between Interchanges 8A and 9. Berger has completed the following tasks: established a best fit existing centerline for the mainline; established mainline typical sections; developed Preliminary Design Program CAD Standards; performed concept studies in which alternatives were analyzed with an Initially Preferred Alternative selected; submitted the Environmental Impact Statement (EIS) to the New Jersey Department of Environmental Protection (NJDEP); collected aerial mapping and prepared a Survey Control Report; developed preliminary major utility relocation schemes; created preliminary

profiles and cross sections; performed a detailed Traffic Analysis; prepared an Environmental Constraints Report; and created and submitted a Wetlands Letter of Interpretation Application and Plans to NJDEP.

**FINAL DESIGN** – The Authority has engaged eleven (11) firms to undertake Final Design of the Widening Program consisting of: a Program Manager, an Environmental Consultant, eight (8) Design Engineers and a Constructability Consultant. The responsibilities and reporting structure of the firms are more fully described in the “Attachments to the Solicitation for Expressions of Interest”, dated November 17, 2008.

**CONSTRUCTION MANAGEMENT** - The Turnpike Authority shall engage three (3) Consultant firms via Order for Professional Service (OPS) agreements to provide construction management and inspection services for the Widening Program. It is expected that these Consultants will provide full and complete professional services, with minimal assistance and oversight by Turnpike Authority personnel, to manage and inspect all construction activities and ancillary items associated with this complex construction project.

The following provides a brief overview of the scope of services for OPS Nos. T3200, T3201 and T3202:

1) Order for Professional Services No. T3200

Construction Management and Inspection Services Mainline  
Interchange 6 to 9 Widening Program

In general, The Consultant selected for this OPS will be required to provide construction management services, including scheduling, cost control, progress reporting, etc. on a project wide basis for all construction contracts, utility relocations and ancillary activities inclusive of Section Nos. 1 thru 8 (as defined in Section IV Program Overview found in the “Attachments to the Request for Expressions of Interest”), which will be supervised under OPS Nos. T3200, T3201 and T3202. In addition, the Consultant will be responsible to provide construction supervision and inspection services for Section Nos. 1, 2, 3, 5, 7 and 8, consisting of twenty (20) construction contracts in a total amount of approximately \$1.3 billion. The consultant shall also be responsible for oversight and inspection of utility work performed by Utility Companies in these Sections as well as inspection of approximately six (6) off-site Fabrication Contracts. The Consultant shall also be responsible for oversight and inspection of utility work by others within this Section and will be responsible to hire, coordinate, instruct and pay all testing laboratories for all testing services required for the inspection of the contract work of this Section.

The anticipated duration for this assignment is from April 2009 until December 2014. The specific scope of services for this OPS is more fully set forth in the “Attachments to the Solicitation for Expressions of Interest”, dated November 17, 2008.

2) Order for Professional Services No. T3201

Supervision of Construction Services for Section 4 (Interchange 7A)  
Interchange 6 to 9 Widening Program

The Consultant selected for this OPS will be responsible to provide construction supervision and inspection services for Section No. 4 (Interchange 7A). This section provides for the construction of three (3) construction contracts in the vicinity of Interchange 7A. The Phase A Engineer’s Estimate for these three contracts is \$210 million. The Consultant shall also be responsible for oversight and inspection of utility work by others within this Section and will be responsible to hire, coordinate, instruct and pay all testing laboratories for all testing services required for the inspection of the contract work of this Section.

The anticipated duration for this assignment is from June 2009 until December 2013.

3) Order for Professional Services No. T3202

Supervision of Construction Services for Section 6 (Interchange 8)  
Interchange 6 to 9 Widening Program

The Consultant selected for this OPS will be responsible to provide construction supervision and inspection services for Section No. 6 (Interchange 8). This section provides for the construction of five (5) construction contracts in the vicinity of Interchange 8. The Phase A Engineer's Estimate for these three contracts is \$227 million. The Consultant shall also be responsible for oversight and inspection of utility work by others within this Section and will be responsible to hire, coordinate, instruct and pay all testing laboratories for all testing services required for the inspection of the contract work of this Section. The anticipated duration for this assignment is from June 2009 until July 2013.

The Consultant will be required to provide a range of professional engineering services to undertake this assignment. The scope of services are fully described in the "Attachments to the Solicitation for Expressions of Interest," dated November 17, 2008.

The Consultant is directed to the Reference Material listed in Section VI Reference Material available for this RFEOI, which is available for review by appointment only from 9:00 a.m. to 4:00 p.m., Monday through Friday, at the Authority's Administration Building located at 581 Main Street in Woodbridge. To make an appointment please call John Ferrandino, Chief Drafter at 732-750-5300, Extension 8220.

**Consultants are advised that these materials are for REVIEW ONLY. Consultants are not permitted, nor have access to, or will be allowed to use the copy machines for any reproduction of reference materials made available by the Authority.**

All listed firms or joint ventures which can provide a committed staff required to provide the services described herein, are encouraged to submit an EOI. Firms must adequately demonstrate their ability to perform the scope of services required for this assignment.

### EOI Submission Requirements

To be considered for these services, qualified firms or joint ventures of prequalified firms need to submit eight (8) copies of their EOI, which must contain the following:

- 1) **Letter of Interest** not exceeding ten (10) single-sided, letter-sized pages with minimum 1-inch borders and minimum font size of 10 pt., stating the firm's interest, ability and its commitment to complete the requested professional services listed in this solicitation and in their EOI. The letter shall clearly indicate the Consultant's appropriate contact person and his or her title, phone number, fax number, and email address.

The Letter of Interest shall summarize the following information:

- a. **Experience of the Firm on Similar Projects**

Provide a summary of the firm's experience on similar projects, including details of project specifics such as total construction amount, the firm's specific tasks, and dates the services were performed. Include a total of three (3) Client References including names and current telephone numbers. At least one (1)

client reference shall apply to a project requiring services similar in scope and type to those defined in the RFEOI.

**b. Experience of the Project Manager and Field Project Managers on Similar Projects**

Provide information detailing the experience and qualifications of the Project Manager and Field Project Managers. Highlight details of the projects in the resumes that demonstrate individual's qualifications for this assignment. References shall be furnished for each project listed (include at least one contact name and phone number for each project).

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

Key personnel should highlight details of qualifications and relevant experience on similar projects.

**d. Understanding of the Project and the Authority's Needs**

Provide an explanation of the firm's understanding of the tasks required for the successful completion of the assignment as described herein. State how the firm's and its staff's qualifications relate to the firm's ability to provide the requested services. Through an attached organizational chart and resumes identify the person(s), or subconsultant(s), responsibilities associated with the scope of services required. Demonstrate through an attached estimate of work-hours the extent of work effort required to perform each primary task for the assignment.

**e. Approach to the Project**

Identify the project's critical path and key milestones. Identify the major tasks comprising the project and describe in detail how they may be accomplished. Provide an explanation of the process the firm will use to schedule, manage and perform the required tasks within the scope of services. Provide a list of key issues and potential problems with reliable solutions, if applicable. Include innovative concepts with cost benefits and/or accelerated project delivery.

**f. Commitment to Quality Management**

Provide an affirmation of the firm's commitment to quality management. Provide a written narrative that describes the firm's quality assurance policy and how it intends to implement a quality assurance program for the project.

**g. Attainment of Small Business Enterprise (SBE) Participation Goals**

The Authority has adopted a Small Business Enterprise Sub-Consultant's Program (the SBE Program). Under the SBE Program, firms interested in submitting an EOI for this project agree to make a good faith effort to award at least twenty-five (25) percent of this OPS to those businesses that meet the requirements and have been registered by the New Jersey Commerce & Economic Growth Commission as a Small Business Enterprise. All Firms are bound to, and must comply with, the SBE Program as set forth in the standard Order for Professional Services. Proof of a subconsultant's registration, as a SBE should be provided to the Authority with the EOI for those firms that the Consultant intends to use for this assignment. To obtain a list of registered Small Business Enterprises, contact Commerce at 609-292-2146 or 609-777-0885.

Due to the magnitude of professional services that will be required for this OPS, the Proposer shall submit a list of SBE firms they intend to utilize during this assignment. The Proposer shall provide a minimum of two (2) SBE firms for each task or work effort (or specified portion thereof as defined by the Proposer in their EOI) they intend to engage an SBE firm to perform. Naming a SBE firm in the EOI will indicate that the Proposer and SBE firm are both agreeable in the partnership and participation for this assignment.

The Proposer shall clearly identify those tasks SBE firms will perform in this assignment. Through the Letter of Interest, the Organization Chart, man-hour estimate, and other information submitted in the EOI, the Proposer shall demonstrate attainment of the 25% SBE participation requirement.

- 2) An **Organizational Chart** showing key project team members for all primary tasks, including subconsultants. Provide key personnel names, positions, titles and reporting relationships. The Organization Chart may be a maximum of two (2) 11" x 17" fold out pages.
- 3) **Resumes for the Project Manager, the three (3) Field Project Managers and key project team members**, (a maximum total of 25) detailing relevant experience and professional/technical qualifications. Include resumes of proposed subconsultant's personnel. Each resume shall be one 8.5" X 11" single-sided page with dated relevant experience.
- 4) An **Estimate of Man-Hours** per task for each ASCE Grade/ Classification, along with an estimate of total hours anticipated for this assignment. See "Attachments to the Request for Expressions of Interest" for a sample staffing schedule that should be modified as necessary, detailed scope of work and other pertinent information needed to prepare a man-hour estimate. The Staffing Schedule/Man-Hour Estimate may be a maximum of two (2) 11" x 17" fold out pages.
- 5) A **Project Schedule** for this solicitation that addresses the various tasks defined by the scope of services for this assignment and all construction contracts and activities. The Project Schedule may be a maximum of two (2) 11" x 17" fold out pages.
- 6) A completed **Affidavit of Eligibility/Disclosure of Material Litigation form** (which is available on the Authority's website) for review by the Authority's legal counsel. Firm shall certify that it is not suspended, disbarred or disqualified from bidding on any state or federal projects. Furthermore, no litigation shall be pending or brought against the firm that could materially affect its ability to perform the OPS described herein. Firm shall submit a description of all litigation pending, threatened or brought against it, including any litigation against its owners and/or principals; and shall also submit a description of any enforcement actions or penalties pending or assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, or labor laws, as these issues relate to performance of the OPS described herein.
- 7) A completed **Disclosure Form – Outstanding Work with the Authority** (which is available on the Authority's website) stating all outstanding work with the Authority for both New Jersey Turnpike and Garden State Parkway Projects. Forms for each firm, each member of a joint venture and all subconsultants shall be submitted. State "none" on the form if a firm, joint venture or subconsultant has no outstanding work with the Authority. **It is specifically noted that the Authority's Disclosure Form shall be submitted with the EOI. Consultants may separate types of work by category (ie: 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.**
- 8) A completed **Certification of Staff Availability form** (which is available on the Authority's website). Firm shall certify that the staff proposed in the EOI shall be used in the performance of the project. When proposing the same staffing in multiple EOIs, disclose one of the following:
  - A. A statement that all projects utilizing same staff will be completed on time and how this will be done, or
  - B. A statement that the firm voluntarily withdraws one of the EOIs from further consideration if the Authority is giving serious consideration to more than one EOI, or

- C. Alternate staff resumes to be used by the Authority in evaluating EOIs if the Authority is giving serious consideration to more than one EOI.
- 9) A completed **SBE Form – Proposed Schedule of Small Business Enterprise Participation Form** (which is available on the Authority's website). Stating the firm's intention to use SBE Certified firms as sub-consultants.

EOIs that are incomplete may not be considered.

The NJTA has promulgated a Code of Ethical Standards pursuant to the laws of the State of New Jersey, a copy of which is available at: [http://www.state.nj.us/turnpike/code\\_of\\_ethics.doc](http://www.state.nj.us/turnpike/code_of_ethics.doc). By submitting an EOI, your firm will be subject to the intent and purpose of said Code and to the requirements of the Division on Ethical Standards of the State of New Jersey.

EOIs are limited to a total of 35 pages (single-sided), excluding a brief transmittal letter, the Affidavit of Eligibility/Disclosure of Material Litigation form, the Disclosure Form - Outstanding Work with the Authority, Certification of Staff Availability form, SBE form, Organization Chart, Estimate of Man-Hours and the Project Schedule. Pages in excess of these requirements will not be considered. The information shall be presented in an organized fashion and shall be categorized in accordance with the preceding submission requirements. Foldout sheets are permitted as specified above. This page limitation shall be increased to a maximum of forty-one (46) pages, if the Consultant must exercise Option 8C above. The additional eleven (11) single-sided letter-sized pages shall include information for alternate staffing as follows:

- 1) An alternate Organizational Chart as permitted above showing key personnel names, position, title and reporting relationships (Note: Organizational Chart is not included in the page count).
- 2) One (1) page, single-sided resume for up to ten (10) alternative key project personnel stating relevant experience including dates of assignments and professional qualifications.
- 3) Allowance for one (1) page, if necessary, to explain the consultant's modified approach to the project if it would be handled differently as a result of utilizing the alternate personnel.

The Consultant shall not include alternate staffing in their Expression of Interest unless they are required to do so in accordance with Option C. If included in the EOI, the proposed alternative staffing information shall be contained in a separate section of the EOI. It shall not be considered by the Authority in the scoring of the EOI unless a point determined to be appropriate by the Authority, if required.

Anything in excess of the page limitations for each of the EOI criteria specified above will not be read or considered. If the EOI submitted is not in accordance with the specific provisions defined above, it shall be considered incomplete and may be rejected.

**Expressions of Interest must be submitted no later than 3:00 P.M. on December 22, 2008.** Consultants will be fully responsible for the delivery of their EOIs. Reliance upon U.S. Mail or other carriers is at the Consultant's risk. Late EOIs will not be considered. EOIs hand delivered or delivered by an overnight delivery service shall be addressed to:

New Jersey Turnpike Authority  
581 Main Street  
Woodbridge, NJ 07095  
Attn: Engineering Department, Construction Division  
J. Lawrence Williams, P.E., Assistant Chief Engineer, Construction

Expressions of Interest transmitted via U.S. Mail should be addressed to:

New Jersey Turnpike Authority  
P.O. Box 5042  
Woodbridge, NJ 07095-5042  
Attn: Engineering Department, Construction Division  
J. Lawrence Williams, P.E., Assistant Chief Engineer, Construction

### Inquiries

Inquiries pertaining to this RFEOI are to be directed in writing to J. Lawrence Williams, P.E., Assistant Chief Engineer, Construction, Construction Division, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. E-mail inquiries to [williams@turnpike.state.nj.us](mailto:williams@turnpike.state.nj.us) are acceptable. Inquiries by FAX are also acceptable. The Fax number is (732) 750-5392. **The deadline for inquiries is 3:00 P.M. December 10, 2008.** The Authority will respond to all written inquiries received. Each inquiry will be stated and a written response provided. **Responses will be posted on the Authority's Internet website at [www.state.nj.us/turnpike/buss](http://www.state.nj.us/turnpike/buss) under "Professional Services" on or before December 12, 2008.** Consultants will be responsible for submitting their EOIs in accordance with the RFEOI and any modifications, revisions and/or clarifications thereto as a result of the posted responses. Late inquiries may not be reviewed or considered.

### Consultant Selection

A consultant selection will be made from the EOIs that are received on time and are deemed complete. 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 short list of firms most highly qualified to perform the project, 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 factors. For this project, the rating factors and their relative weights are:

RATING FACTORS	WEIGHT (%)	POINTS
Experience of the Firm on Similar Projects	15	45
Project Manager and Field Project Managers Qualifications and Relevant Experience.	20	60
Key Personnel's Qualifications and Relevant Experience	20	60
Understanding the Project and the Authority's Needs	15	45
Approach to the Project	15	45
Commitment and Ability to Perform the Project and Outstanding Work with the Authority	5	15
Commitment to Quality Management	5	15
Attainment of SBE Participation Goals.	5	15
	100%	300

Following the review of the submitted EOIs, the Authority will request Technical and sealed Fee Proposals from at least three (3) firms it deems the most qualified. All respondents will be notified at each stage of the EOI and RFP selection process, regarding their status.

All submittals required pursuant to **Public Law 2005, c.51 (formerly Executive Order 134)** will be requested from the Intended Awardee only. This includes a Certification and Disclosure form completed by each business entity, the Ownership Disclosure form and the Executive Summary of Procurement to be Awarded. The required forms will be transmitted to the Intended Awardee by the Authority via mail or fax and must be returned to the Authority within five business days.

### **Order for Professional Services**

Final OPS Documents shall consist of the Authority's Order for Professional Services (which is available on the Authority's website) and the selected firm's submitted Technical and Final Fee Proposal.

The OPS will not be entered into by the Authority unless the firm first provides proof of valid business registration in compliance with P.L. 2001, c.134 (N.J.S.A. 52:32-44). Pursuant to this law the firm is further notified that no subcontract shall be entered into by any firm under any OPS with the Authority unless the subconsultant first provides proof of valid business registration.

Very truly yours,

**ORIGINAL SIGNED BY**

Richard J. Raczynski, P.E.  
Chief Engineer

RJR:JLW:mu  
Attachments

c: J. L. Williams  
Review Committee  
File

**ATTACHMENTS**

to the

**Solicitation for Expressions of Interest**

**Dated November 17, 2008**

for

**Order for Professional Services No. T3200**

**Construction Management and Inspection Services Mainline**

**Interchange 6 to 9 Widening Program**

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X.	Disclosure Form – Outstanding Work with the Authority*
XI.	Certification of Staff Availability form*
XII.	Small Business Enterprise Sub-Consultant Program
XIII.	Small Business Enterprise (SBE) form*
XIV.	Affirmative Action Regulations form* (included for informational purposes only; to be completed by selected firm when the OPS is awarded)
XV.	State Contractor Political Contributions Compliance (P.L. 2005, Chapter 51) {Formerly Executive Order 134}

\*All forms are available on the Authority's website at [www.state.nj.us/turnpike/buss](http://www.state.nj.us/turnpike/buss)

## SECTION I PREQUALIFIED AND ELIGIBLE CONSULTANTS

AmerCom Corporation	Kupper LLC
Ammann & Whitney Consulting Engineers, P.C.	LiRo Engineers, Inc.
Armand Corporation	MaGuire Group, Inc.
Boswell Engineering	Maitra Associates, P.C.
Buchart-Horn, Inc.	Michael Baker, Jr., Inc.
Carter & Burgess, Inc.	PB Americas, Inc.
CH2M Hill	PBS&J
Dewberry-Goodkind, Inc.	Promatech, Inc.
DMJM Harris/GPI/PB, A Joint Venture	Remington Vernick Engineers
DMJM+Harris, Inc.	Savin Engineers, P.C.
Gannett Fleming, Inc.	SJH Engineering, P.C.
Greenman-Pedersen, Inc.	Stantec Consulting Services, Inc.
HAKS Engineers, P.C.	Stone & Webster, Inc.
Hill International, Inc.	STV Incorporated
HNTB Corporation	The Louis Berger Group, Inc.
IH Engineers, P.C.	Urban Engineers, Inc.
Jacobs Engineering Group, Inc.	URS Corporation
KS Engineers, P.C.	

## SECTION II ADMINISTRATIVE AND AGREEMENT INFORMATION

### **Professional Corporation**

Incorporated firms that have not filed a copy of a Certificate of Authorization, as required by N.J.S.A. 45: 8-56, with the Authority must include a copy of the Certificate with the EOI.

Professional service corporations established pursuant to the "Professional Service Corporation Act," P.L. 1969, c. 232 (N.J.S.A. 14A: 17-1 et seq.), are exempt from this requirement.

### **Signatures**

Expressions of Interest, Technical Proposals and Fee Proposals must be signed by an officer of the Firm authorized to make a binding commitment.

### **Incurring Costs**

The Authority shall not be liable for any costs incurred by any consultant in the preparation of their EOI.

### **Addendum to EOI Solicitations**

If, at any time prior to receiving EOIs, it becomes necessary to revise any part of this EOI solicitation, or if additional information is necessary to enable a firm to make an adequate interpretation of the provisions of this EOI solicitation, an addendum to the EOI solicitation will be made available on the Authority's web-site as described herein.

### **Acceptance of EOIs**

The Authority may award an OPS for these services to a firm that the Authority determines best satisfies the needs of the Authority. The solicitation for an EOI or Technical Proposal does not, in any manner or form, commit the Authority to award any OPS. The contents of the EOIs may become a contractual obligation, if, in fact, the EOI or Technical Proposal is accepted and an OPS is entered into with the Authority. Failure of a firm to adhere to and/or honor any or all of the obligations of this EOI - Technical Proposal may result in cancellation of any OPS awarded by the Authority.

### **Rejection of EOIs**

The Authority shall not be obligated at any time to award an OPS to any consultant.

### **Final Contract**

Any OPS entered into with a selected Consultant shall be a contract that shall be satisfactory to the Authority in accordance with the laws of the State of New Jersey. It is understood that any OPS that may be awarded will be on the basis of a professional services agreement within the intent of the statutes and laws of the State of New Jersey, specifically N.J.S.A. 27:23-6.1.

### **Dissemination of Information**

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

### **News Releases**

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

### **Public Records**

Any EOI or Technical Proposal submitted by a firm under this EOI solicitation constitutes a public document that will be made available to the public upon request. Should the Consultant believe that any portion of the EOI is non-disclosable pursuant to law, it may take appropriate action to protect those interests.

**SECTION III**  
**OPS PROCUREMENT AND PROJECT SCHEDULE**

Deadline for Inquiries .....	December 10, 2008
Posted Response to Inquiries.....	December 12, 2008
Submittal of Expression of Interest.....	December 22, 2008
Request for Technical and Sealed Fee Proposals.....	January 7, 2009
Submittal of Technical Proposals .....	February 2, 2009
Notify Consultant of Need for Presentation.....	February 16, 2009
Presentation .....	March 2, 2009
Recommendation to Award OPS.....	March, 2009
Notice to Proceed.....	April 15, 2009
Completion of all Construction Work .....	August, 2014
Administration Project Closeout .....	December, 2014

## SECTION IV PROGRAM OVERVIEW

**OVERVIEW** - The New Jersey Turnpike Authority's Interchange 6 to 9 Widening Program ("Program") is a proposed widening of the existing six-lane New Jersey Turnpike from the vicinity of the mainline interconnection with the Pearl Harbor Memorial Turnpike Extension, commonly referred to as Interchange 6, to the southern terminus of the existing ten-lane dual-dual roadway near Interchange 8A. Additionally as part of the Program, the outer roadways of the existing ten lane dual-dual roadway segment between Interchanges 8A and 9 will be widened by one (1) lane in each direction. The approximate limits of the Program are from Milepost 48.7 to Milepost 82.6, totaling approximately 33.9 miles through eleven (11) communities in three (3) counties of Central New Jersey. In total, this \$2.5 billion Program will add approximately 170 lane miles to the Turnpike.

**PRELIMINARY ENGINEERING** - In 2005, The Louis Berger Group, Inc. ("Berger") was engaged by the Authority to perform conceptual studies and preliminary engineering for the Interchange 6 to 8A Widening, which included the investigation into the potential for the addition of a third lane to the outer roadways between Interchanges 8A and 9. Berger has completed the following tasks: established a best fit existing centerline for the mainline; established mainline typical sections; developed Preliminary Design Program CAD Standards; performed concept studies in which alternatives were analyzed with an Initially Preferred Alternative selected; submitted the Environmental Impact Statement (EIS) to the New Jersey Department of Environmental Protection (NJDEP); collected aerial mapping and prepared a Survey Control Report; developed preliminary major utility relocation schemes; created preliminary profiles and cross sections; performed a detailed Traffic Analysis; prepared an Environmental Constraints Report; and created and submitted a Wetlands Letter of Interpretation Application and Plans to NJDEP.

**FINAL DESIGN** – The Authority has engaged eleven (11) firms to undertake Final Design of the Widening Program consisting of: a Program Manager, an Environmental Consultant, eight (8) Design Engineers and a Constructability Consultant. The responsibilities and reporting structure of the firms are more fully described below:

**Program Manager** – HNTB Corporation in the role of Program Manager has been engaged by the Authority for the duration of this Program, including all phases of final design (Phase A thru D) and during construction to coordinate design related issues. The Program Manager will assist the Authority in the management, oversight, coordination and reporting of activities of all participants required during the design phase of this Program. The Program Manager reports directly to the Authority's Chief Engineer or his designated representative. The Program Manager is considered an extension of the Authority staff and will function in this capacity handling a wide range of activities and issues on behalf of the Authority, as directed by the Authority.

**Environmental Consultant** – The Louis Berger Group, Inc. in the role of Environmental Consultant has been engaged by the Authority for the duration of this Program, including all phases of final design (Phase A thru D) and during construction to monitor that permit requirements are being adhered to.

The Environmental Consultant will be responsible for the handling and coordination of the environmental issues for the Program with support from the Program Manager, Design Engineers and other firms retained by the Authority for this Program. The Environmental Consultant reports directly to the Authority's Chief Engineer or his designated representative. The Environmental Consultant will address a wide range of environmental issues on behalf of the Authority, as directed by the Authority. The Environmental Consultant will perform a variety of tasks to address various environmental issues, permit conditions and processing of project wide permits. An overview of the anticipated tasks includes, but is not limited to: E.O. 215 compliance issues, permit procurement activities encompassing pre-application conferences, coordination, application preparation, submittal, comment response and resolution of permits which may include, but not be limited to, New Jersey Pollutant Discharge Elimination System

("NJPDES"), Soil Erosion and Sediment Control Plan Certification, Stream Encroachment Permits, Freshwater Wetlands Individual Permit including Section 401 Water Quality Certification and Wetland Mitigation Plan, New Jersey Green Acres Program, research, final design, and construction oversight/monitoring of wetland mitigation site(s), and monitoring of construction related issues for adherence to permit conditions.

**Design Engineers** – Eight (8) Design Engineers have been engaged as follows:

Final Design Section No. 1

The Final Design Engineering Consultant for this section is PB Americas, Inc. This section is the southern most section of the Program from approximately Milepost 48.7 to 52.3, totaling 3.6 miles in length with fourteen (14) structures requiring construction, modification or replacement. This section includes improvements to the mainline from the proposed merge south of Interchange 6 and all improvements necessary to make connections to and from the Pearl Harbor Memorial Turnpike Extension. This Section consists of four (4) construction contracts. The Phase A Construction Cost Estimate is \$283 Million.

Final Design Section No. 2

The Final Design Engineering Consultant for this section is DMJM Harris, Inc. This section is the second southern most section of the Program from approximately Milepost 52.3 to 56.5, totaling 4.2 miles in length with twelve (12) structures requiring construction or replacement. This section includes about 2.9 miles of normal Turnpike widening with 26-foot medians, in addition to all improvements necessary to make connections to and from the Interchange 7 toll plaza, including the transition to and from a normal 26-foot median. This Section consists of three (3) construction contracts. The Phase A Construction Cost Estimate is \$289 Million.

Final Design Section No. 3

The Final Design Engineering Consultant for this section is Michael Baker, Jr., Inc. This section is the third southern most section of the Program from approximately Milepost 56.5 to 59.7, totaling 3.2 miles in length with eleven (11) structures requiring construction, modification or replacement. This section includes normal Turnpike widening with 26-foot medians in the vicinity of Maintenance District 3, in addition to all of the ramp connections and mainline widening necessary for the connections with Service Areas 6N and 6S. The northern terminus of this section maintains a widened 75-foot median between inner and outer roadways to meet the widened section for Interchange 7A. This Section consists of three (3) construction contracts. The Phase A Construction Cost Estimate is \$228 Million.

Final Design Section No. 4

The Final Design Engineering Consultant for this section is The Louis Berger Group, Inc. This section will reconfigure Interchange 7A from approximately Milepost 59.7 to 62.0, totaling 2.3 miles in length with fourteen (14) structures requiring construction, modification or replacement. This section will include all of the ramp connections and mainline widening necessary for connections with Interchange 7A including expansion of the existing toll plaza from 10 to 13 lanes. The southern terminus of this section maintains a widened 75-foot median between inner and outer roadways to meet the adjacent widened section. This Section consists of three (3) construction contracts. The Phase A Construction Cost Estimate is \$210 Million.

Final Design Section No. 5

The Final Design Engineering Consultant for this section is Medina Consultants, P.C. This section is comprised of a normal Turnpike widening with 26-foot medians from approximately Milepost 62.0 to 66.8, totaling 4.8 miles in length with eight (8) structures requiring construction, modification or replacement. This Section consists of three (3) construction contracts. The Phase A Construction Cost Estimate is \$158 Million.

Final Design Section No. 6

The Final Design Engineering Consultant for this section is Dewberry – Goodkind, Inc. This section will reconfigure Interchange 8 from approximately Milepost 66.8 to 68.3, totaling 1.5 miles in length with thirteen (13) structures requiring construction, modification or replacement. This section will include all ramp connections and mainline

widening necessary for the connections with Interchange 8, as well as connections with Route 33, Route 133 and the relocation of Milford Road. This section includes a new toll plaza and utility building. This Section consists of five (5) construction contracts. The Phase A Construction Cost Estimate is \$227 Million.

#### Final Design Section No. 7

The Final Design Engineering Consultant for this section is Arora & Associates, P.C. This second most northern section is comprised of a normal Turnpike widening with 26-foot medians from approximately Milepost 68.3 to 70.6, totaling 2.3 miles in length with seven (7) structures requiring construction, modification or replacement. This Section consists of three (3) construction contracts. The Phase A Construction Cost Estimate is \$151 Million.

#### Final Design Section No. 8

The Final Design Engineering Consultant for this section is Edwards & Kelcey, Inc. This section is the northern limit from approximately Milepost 70.6 to 82.2, totaling 11.6 miles with eight (8) structures requiring construction, modification or replacement. This section will include all ramp connections and mainline widening and realignment necessary for the connections with Service Area 7S, the TSI Ramp connection to the NSI Roadway from the existing Interchange 8A toll plaza, and the third-lane widening to the outer roadways to Interchange 9. This Section consists of four (4) construction contracts. The Phase A Construction Cost Estimate is \$180 Million.

**Constructability Consultant** – The Joint Venture of DMJM Harris, Greenman-Pedersen, Inc. and PB Americas, Inc. in the role of Constructability Consultant has been engaged by the Authority to provide services during the design phase. The scope of work includes: constructability reviews of all construction contract documents prepared by the Design Engineers, provide recommendations on total number of construction contracts and sequencing, evaluate utility relocations schemes and provide recommendations, develop program wide cost estimates and forecast annual construction expenditures, prepare an overall construction schedule, assist in the evaluation of SBE participation for consultants and contractors, and other ancillary items as directed by the Authority.

**CONSTRUCTION MANAGEMENT** - The Turnpike Authority shall engage three (3) Consulting firms via Order for Professional Service (OPS) agreements to provide construction management and inspection services for the Widening Program. It is expected that these Consultants will provide full and complete professional engineering services, with minimal assistance and oversight by Turnpike Authority personnel, to manage and inspect all construction activities and ancillary items associated with this complex Project.

It is specifically stated that the successful Prime Consultant or Joint Venture awarded OPS No. T3200 will be precluded from being the Prime Consultant or part of a Joint Venture for OPS No. T3201 and OPS No. T3202. Further, firms that elect to pursue OPS No. T3201 or OPS No. T3202 as either a Prime Consultant or part of a Joint Venture that are a subconsultant on OPS No. T3200, must fully disclose the scope of work and fee they are assigned on OPS No. T3200. This information will be taken into account by the Authority in its evaluation of the proposals submitted by the consultants for OPS No. T3201 and OPS No. T3202.

The following provides a brief overview of the scope of services for OPS Nos. T3200, T3201 and T3202:

#### 1) Order for Professional Services No. T3200

Construction Management and Inspection Services Mainline  
Interchange 6 to 9 Widening Program

In general, The Consultant selected for this OPS via this RFEI will be required to provide construction management services, including project wide scheduling, cost control, progress reporting, etc. for all construction contracts, utility relocations and ancillary activities for all Section Nos. 1 thru 8 (described above), which will be supervised under OPS Nos. T3200, T3201 and T3202. In addition, the Consultant will be responsible to provide construction supervision and inspection services for Section Nos. 1, 2, 3, 5, 7 and 8 consisting of twenty (20) construction

contracts in a total amount of approximately \$1.3 billion (based on the Phase A Engineer's Estimates). The consultant shall also be responsible for inspection of approximately six (6) off-site Fabrication Contracts (yet to be determined). It is anticipated that these contracts will be for items such as fabrication of Sign Structures, Sound Barrier Post and Panel Components, VMS Hardware/Components, etc. The Consultant shall hire, coordinate, instruct and pay all testing laboratories for all testing services required for the inspection of Section Nos. 1, 2, 3, 5, 7 and 8 and the Fabrication Contracts.

The Consultant shall be responsible for oversight and inspection of utility work performed by Utility Companies or their designated contractors within Section Nos. 1, 2, 3, 5, 7 and 8 via executed Utility Orders between the Authority and the various utility companies performing relocation work in connection with the Widening Program.

While the Consultant is responsible to coordinate and report on project wide issues, the firm is not responsible for direct oversight of the Consultants to be engaged by the Authority for OPS Nos. T3201 and T3202. Those Consultants shall report directly to the Authority. It is necessary and expected, however, that a coordinated effort and close working relationship be undertaken with the firms engaged by the Authority for OPS Nos. T3200, T3201 and T3202 to insure the success of the overall project. In this regard, all consultants engaged by the Authority in the performance of their assignments shall work harmoniously together to ensure all activities and decision are made above and beyond any one Consultant's charge and are made in the best interest of the overall project.

The anticipated duration for this assignment is from April 2009 until December 2014.

2) Order for Professional Services No. T3201

Supervision of Construction Services for Section 4 (Interchange 7A)  
Interchange 6 to 9 Widening Program

The Consultant selected for this OPS will be responsible to provide construction supervision and inspection services for Section No. 4 (Interchange 7A). This section provides for the construction of three (3) construction contracts in the vicinity of Interchange 7A. The Phase A Engineer's Estimate for these three contracts is \$210 million. The Consultant shall also be responsible for oversight and inspection of utility work by others within this Section and will be responsible to hire, coordinate, instruct and pay all testing laboratories for all testing services required for the inspection of the contract work of this Section

The Consultant engaged by the Authority for OPS No. T3201 shall report directly to the Authority. However, it is necessary that a coordinated effort and close working relationship be undertaken to insure the success of this complex construction project. In this regard, the Consultant shall provide information concerning Section No. 4 to the Construction Manager engaged by the Authority under OPS No. T3200 and shall attend meetings as necessary with the Construction Manager and the Authority to coordinate all activities required for all Sections of the project. All consultants engaged by the Authority in the performance of their assignments under OPS Nos. T3200, T3201 and T3202 shall work harmoniously together to ensure all activities and decision are made above and beyond any one Consultants charge and are made in the best interest of the overall project.

The anticipated duration for this assignment is from June 2009 until December 2013

3) Order for Professional Services No. T3202

Supervision of Construction Services for Section 6 (Interchange 8)  
Interchange 6 to 9 Widening Program

The Consultant selected for this OPS will be responsible to provide construction supervision and inspection services for Section No. 6 (Interchange 8). This section provides for the construction of five (5) construction contracts in the

vicinity of Interchange 8. The Phase A Engineer's Estimate for these five contracts is \$227 million. The Consultant shall also be responsible for oversight and inspection of utility work by others within this Section and will be responsible to hire, coordinate, instruct and pay all testing laboratories for all testing services required for the inspection of the contract work of this Section.

The Consultant engaged by the Authority for OPS No. T3202 shall report directly to the Authority. However, it is necessary that a coordinated effort and close working relationship be undertaken to insure the success of this complex construction project. In this regard, the Consultant shall provide information concerning Section No. 6 as needed to the Construction Manager engaged by the Authority under OPS No. T3200 and shall attend meetings as necessary with the Construction Manager and the Authority to coordinate all activities for all Sections of the project. All consultants engaged by the Authority in the performance of their assignments under OPS Nos. T3200, T3201 and T3202 shall work harmoniously together to ensure all activities and decisions are made above and beyond any one Consultants charge and are made in the best interest of the overall project.

The anticipated duration for this assignment is from June 2009 until July 2013.

## SECTION V SCOPE OF SERVICES

### A. GENERAL

1. It will be the Consultant's responsibility to bring to the attention of the Authority in the EOI, or at the time during the submission of the Technical and Fee Proposals, any errors, omissions or noncompliance discovered in the RFEOI or Request for Proposal prepared by the Authority.
2. The Consultant shall be responsible for the thorough understanding of the project requirements including all applicable codes and regulations governing all aspects of this project. The Consultant shall be familiar with the Authority's procedures, presentation and coordinating requirements necessary for the effective performance of the project.
3. The Consultant is advised that the Turnpike Authority is in the process of updating its construction manual. It is expected that the updated manual will be complete prior to the Notice to Proceed for this assignment and shall be used to govern construction activities of the Widening Program. Until such time, however, the Consultant shall confer with, and use as a guide, the Authority's "Manual for Construction", dated June 1987. Items set forth below and directives by the Authority that are in conflict with the current "Manual for Construction" shall take precedence and will supersede the Manual.

### B. ADMINISTRATION

1. Managing Principal, Project Manager and Field Project Managers - The Consultant's Managing Principal, Project Manger and Field Project Managers assigned to this project shall possess a valid New Jersey Professional Engineers license and, shall not be removed from the project without prior written approval from the Authority's Chief Engineer or his representative. The Consultant shall also present to the Authority for approval appropriate personnel to be assigned for the position vacated.
2. Coordination - The Consultant will establish a means, acceptable to the Authority, for communicating, coordinating, reporting, disseminating information and obtaining approvals as may be necessary to ensure an expeditious exchange of information with the Authority's personnel, contractors, Design Engineers, Environmental Consultant, Program Manager, Constructability Consultant, regulatory agencies, local, State and County representatives as may be required. The Consultant is advised that a web based system has been employed during the Final Design phase of this Program, which has been successful. The Consultant shall identify in their EOI their intended approach to address this requirement.
3. Information / Meeting Support - The Consultant shall support the Authority's personnel in providing information and assisting with the preparation of materials and presentations for meetings with local, State, and County Officials as well as other entities and third parties to inform and advise of the status of the project and to discuss specific issues relevant to each organization. The Consultant may also be required to attend meetings with Authority personnel or to represent the Authority if requested by Turnpike personnel, with third parties in the performance of this assignment.
4. Environmental – As noted in Section IV Program Overview, the Environmental Consultant has responsibilities during the construction phase of this Program to monitor that permit requirements are

being adhered to. The Consultant shall work with the Environmental Consultant in this regard to ensure permit compliance is achieved.

5. Invoicing Requirements – All invoices shall be consecutively numbered and shall be identified with the Order for Professional Services No. T3200, Construction Management and Inspection Services Mainline, Interchange 6 to 9 Widening Program. Invoices are required to be submitted on a monthly basis and shall be accompanied by an Invoice Progress Report that will provide a brief overview of the month's activities, reporting on work complete, man-hours expended and remaining (broken down by prime and subconsultants including identification of SBEs and the percent of fee earned and anticipated to earn), etc.

All invoices shall be submitted to the Authority within fifteen (15) business days of the cutoff date and shall include time sheet summaries. Individual employee time sheets are not required, unless specifically requested by the Authority. Direct expenses shall be reimbursed in accordance with the expenses identified elsewhere in this RFEI and appropriate supporting information shall accompany the invoice.

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

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

6. Audit - The Authority reserves the right to, at any time and without notice, audit the Consultant or their subconsultants. All agreements and/or contracts between the Consultant and their subconsultants shall include specific language that provides the Authority the ability to audit the subconsultants at any time and without notice.
7. Subconsultants - The Consultant will be responsible for the work and performance of all subconsultants engaged by the Consultant for this assignment.
8. Insurance – The Consultant is informed that it is the Turnpike Authority's intent to perform the Widening Program under an Owners Controlled Insurance Program (OCIP). This program will extend to all Consultants, subconsultants, Contractors, subcontractors and parties involved in the Program. Please be advised that the details of the OCIP are not available at this time. It is expressly understood and agreed to by the Consultant that adjustment to the scope of work, proposed fees, costs, and direct expenses as defined and submitted in the Consultants EOI, Technical Proposal and Fee Proposal may be required as a result of the OCIP.
9. Order for Professional Services Agreement - The Consultant is expected to execute an Order for Professional Services (OPS) agreement, a copy of which may be found on the Authority's website. As noted above, the Authority will be implementing an OCIP for the Widening Program, which will effect the insurance requirements contained in the standard OPS listed on the website.

10. Fiber Optic Cable System - The Consultant is specifically informed that the Authority's Fiber Optic Cable System was constructed under Contract No. R-1296, which is included as reference material for review. It is further noted that the Fiber Optic Cable System, in hole and/or in part within the Widening Program project limits, will be relocated commencing in the spring of 2009 and continuing into the summer. The Consultant shall take all precautionary measures as required to safeguard these facilities. The Consultant is required to execute the Authority's Fiber Optic Contract Document Review Certification. This document is found on the Authority's website under "Professional Services" and "Expression of Interest" section, "Supplemental Forms".

### C. STAFFING

1. The Consultant shall provide professional staff as necessary to execute the services required of this assignment. The Consultant shall provide a full time Project Manager, three (3) full-time Field Project Managers, Resident Engineers, Senior Inspectors, Inspectors, Office Engineers, Survey Crews, Schedulers, Cost Estimators, Utility Coordinators, Safety Officers, Traffic Control Supervisors, and other personnel required to adequately staff this complex project. The Authority has the exclusive right to have the Consultant remove from the Project any personnel for any reason if deemed by the Authority to be in its best interest.
2. Project Manager – The Project Manager's position is a full time assignment requiring a senior person with experience as a Project Executive in the management of multi-contract large scale highway transportation projects. The individual will be responsible for all aspects of the Consultant's activities and will report directly to the Authority's Chief Engineer or his representative. The individual shall possess a valid New Jersey Professional Engineers license and shall not be removed from the project without prior written approval from the Authority's Chief Engineer or his representative. The individual must possess excellent verbal and written communication skills in addition to his/her construction management experience. The Project Manager must be available 24 hours a day.
3. Field Project Managers – Three (3) Field Project Managers are required for this assignment. Each Field Project Manager will be responsible for all construction and ancillary activities associated with two Sections each as follows:

Field Project Manager No. 1 oversees Section Nos. 1 and 2  
Field Project Manager No. 2 oversees Section Nos. 3 and 5  
Field Project Manager No. 3 oversees Section Nos. 7 and 8

Each Field Project Manager shall be experienced in all aspects of construction and will report directly to the Consultant's Project Manager. The Field Project Managers will be the point of contact for the Authority's Project Engineers responsible for those Sections. These individuals shall possess valid New Jersey Professional Engineers licenses and shall not be removed from the project without prior written approval from the Authority's Chief Engineer or his representative. These individuals must possess excellent verbal and written communication skills in addition to their construction management experience.

The Field Project Managers shall have a minimum 15 years of full time experience on major heavy highway and bridge construction projects with a record of construction management for noted large scale projects managing engineering staffs and multi-discipline construction groups. These individuals shall have experience in the successful negotiation of change orders, resolution of disputes, and requests for additional compensation or claims.

The Field Project Managers shall supervise and direct staff whose full time office shall be at the field office. The Field Project Managers shall respond to calls from Turnpike staff and be present in the field to observe and/or assist with procedures and/or incidents that affect Turnpike traffic. The Field Project Managers must be available 24 hours a day.

4. Resident Engineers – It is anticipated that a Resident Engineer will be required for each construction contract. It is desired that Resident Engineers have a minimum of 10 years of full time experience in the capacity of Resident Engineer on projects for which the type of construction they will be in responsible charge. Each Resident Engineer shall be a registered Professional Engineer in the State of New Jersey or certified by the National Institute for Certification of Engineering Technologies (NICET) as a Transportation Engineering Technician, Highway Construction/Structures, Level IV.
5. Inspection Staff – Inspectors shall possess the necessary qualifications and certifications (NICET, SAT, ACI, etc.) required for the performance of their assignments for each specific task.
6. Survey - The Consultant shall provide surveyor personnel licensed by the State of New Jersey to provide surveying services during the construction of the project to monitor the Contractor's compliance with requirements of the Contract Plans and Specifications without assuming the contractor's responsibility and such other survey as may be required for the project.
7. Support Staff – The Consultant shall provide support staff consisting of Office Engineers, Schedulers, Cost Estimators, Utility Coordinators, Safety Officers, Traffic Control Supervisors, and other personnel as may be required to adequately staff the project. All personnel shall possess the necessary qualification and certificates for the duties and work responsibilities they are assigned to perform.

#### **D. STAFF SERVICES**

1. The Consultant's personnel shall be familiar with highway and bridge construction work, bridge deck and roadway reconstruction work, staged construction, maintenance and protection of traffic procedures involving lane closings and the associated coordination requirements with the Authority's Maintenance and Operations Departments.
2. The Consultant shall conduct Preconstruction Meetings, final inspections and regular job progress meetings, attend all meetings called by the Authority and prepare written minutes of all meetings attended. The Consultant shall prepare and distribute minutes of all meetings after review by the Authority's Project Engineer within five (5) business days of the meeting.
3. The Consultant shall provide inspection services that are generally defined as including, but not limited to, checking that all work is done in compliance with the contract plans and specifications, report on the quantities of materials furnished and the numbers and classification of workmen employed and the type and size of equipment used on all construction operations, inspection of all construction materials to be used at the site to insure compliance with the contract plans and specifications, obtain certifications of all manufactured materials, take such tests as may be required to insure material compliance with the specifications, evaluate and approve the quality and workmanship of all contract work, the maintenance of as-built information and plans and all such other services as may be required to furnish complete engineering services of high quality.

4. The Consultant shall provide off-hour staffing, as periodically required throughout the project, at weekday nighttime, weekends, and weekend nighttime. The contract work will be carried out in stages. Due to the need for nighttime work at certain times required primarily for shifting traffic; placing, resetting and removing concrete construction barrier between construction stages; bridge work, installation and removal of catches; and structural steel removal and erection, shift field supervision staffing will be necessary.
5. The Consultant shall conduct job meetings as necessary prior to certain construction activities with the contractors, subcontractors and utility owners pertaining to safety, maintenance and protection of traffic, construction staging, performance of work, erection of structural components, milling, paving, concrete pours, deck pours, routing of contractor vehicles, and other issues as deemed necessary. The meetings shall cover proper equipment, methods of construction, grade control, asphalt and concrete supply, traffic impacts and other pertinent, significant matters relating to the construction.
6. The Consultant shall review with the contractor requests for lane or shoulder closings for compliance with the contract requirements and present those requests, after approval, at the Authority's weekly lane closing meeting.
7. The Consultant shall review with the contractor requests for supplementary traffic patrols and slowdowns for compliance with the warrants outlined in the Supplementary Specifications, and after approval, present those requests at the Authority's weekly lane closing meetings.
8. The Consultant shall attend and be an active participant in all Authority weekly lane closing meetings and be prepared to make decisions for all construction contracts requesting closings.
9. The Consultant shall coordinate MPT on local roadways with state and local authorities having jurisdiction. The Consultant shall ensure the Contractor verifies traffic safety devices are in place prior to work each day, and at the end of each day, per approved plan.
10. The Consultant shall coordinate the construction activities with neighboring agencies, local communities, utility owners and other contractors working concurrently in the same or adjacent work zones or roadways that may affect the contractor's proposed construction activities.
11. The Consultant shall monitor the contractor's staging and material storage areas if within Turnpike right-of-way to ascertain compliance with the Authority's requirements and to ensure no unauthorized dumping is taking place. The Consultant shall take immediate corrective action if any deviation from the specified requirements occurs.
12. The Consultant shall review the contractor's proposed construction methods, including steel erection, form construction, earthwork and demolition procedures to ensure conformance with the contract plans and specifications.
13. The Consultant shall review and process all shop drawings, catalog cuts, material certifications, methods of work and equipment. As part of the shop drawing processing, the Consultant shall check and review all the shop drawings for completeness, deviations from previously employed and approved methods, field condition applicability and constructability and shall advise the Design Engineer accordingly. The Design Engineer will review shop drawings for final approval.

14. The Consultant shall obtain and review material certificates and delivery tickets as may be required for materials utilized within the permanent work.
15. The Consultant is advised that the Authority has implemented and will be using CapEx Manager for reporting project progress, spending activity, generating Certificates of Payment and general construction management tasks. The Consultant will be responsible for all actions related to CapEx.
16. The Consultant shall prepare and maintain formal documentation to establish construction related activities by date, work effort, manpower, equipment and materials. Sequentially numbered reports and/or diaries shall include, but not be limited to:
  - Daily reports of construction activity and associated engineering inspection effort. Changes in weather conditions and specific field operations shall be noted by time and location on the daily reports.
  - Weekly progress summaries for each item of each contract.
  - Bi-weekly narrative reports regarding specific problems that are impeding progress for transmittal and discussion with the Authority.
17. The Consultant shall prepare and maintain a master project schedule for all construction contracts and ancillary activities that affect the project for the duration of the project. The Consultant shall also conduct a detailed review of the contractors' computer generated CPM progress schedules, including analysis of the logic associated with these schedules. The Contractors shall provide project baseline schedules, incorporating all inter-related milestones between the respective contracts and updates as required by the contract documents. The master schedule shall be updated monthly, incorporating the progress reflected in the respective contracts. The Consultant shall provide advance notice of schedule or cost variance from approved contractor plans, and recommend remedial action to the contractor, and/or the Authority as needed to maintain the project schedule.
18. The Consultant shall prepare and submit for processing Certificates of Payment as required for construction contracts, each month or semi-monthly, and maintain computerized records covering running totals of quantities and costs while construction is in progress.
19. The Consultant shall document with photographs any unusual incidents, conditions, or construction methods encountered, which should be on record, or which might require additional work and result in additional compensation by Change Order. The Engineer shall have a digital camera, equipped with flash, at his disposal at all times for this purpose.
20. The Consultant shall layout and schedule "If and where directed", emergency repair or accident damage repair work based on priority and maintain records for contractor manpower and equipment.
21. The Consultant shall review contractor's requests for additional compensation and claims and make recommendations to the Authority with regard to payment of such requests and claims.
22. The Consultant shall prepare and recommend for payment Change Orders that may become necessary due to changed conditions and/or extra work during construction. Change Orders shall be provided with detailed information of such changed conditions, along with appropriate supporting documentation, and an Engineer's Estimate, as required.

23. The Consultant shall participate in the final inspections of the completed work for each construction contract, prepare a "punch list" resulting from such inspections, measure all pay items of work and make certifications that the work has been completed in accordance with the plans and specifications, and prepare the Final Certificate of Payment.
24. The Consultant shall maintain as-built records and prepare as-built drawings within 30 days of the final inspection for each contract. The Consultant will be responsible for making all corrections to the Contract Documents due to changes made during the construction of the project. The Consultant will be furnished with the original mylars. The corrections shall be made on the mylars in permanent ink in accordance with the N.J. Turnpike Authority's Design Manual. The Consultant will be furnished with the Auto-CAD files. Corrections on Auto-CAD files shall be made in accordance with the current version of the N.J. Turnpike Design Guide for CADD Files, as stipulated on the Authority's website.
25. The Consultant shall inspect, record and ensure acceptable progress on all Utility Orders. The Consultant shall review, recommend payment of and submit for processing Utility Order invoices. The number and magnitude of Utility Orders is being developed.
26. The Duties of the Resident Engineers typically include, but are not limited to, the following:
  - Conduct and or attend the Preconstruction Meeting and other meetings as directed by the Authority.
  - Coordinate lane closing requests from the Contractor.
  - Instruct all testing laboratories hired by the Consultant or the Authority as to testing needs and to review all testing reports.
  - Inspect all construction materials to be used at the site to ensure compliance with the Plans and Specifications.
  - Review material certifications, as required.
  - Inspect all construction activities to ensure quality of workmanship.
  - Provide full-time construction supervision.
  - Maintain daily records of the numbers and classification of workers employed by the Contractors using the Authority's CapEx Manager system.
  - Prepare and approve monthly Certificates of Payment using the Authority's CapEx Manager System.
  - Prepare and recommend for payment any and all contract Change Orders that may be required. Prepare independent cost estimates for supplemental and or extra work resulting from design or field contract revisions. Negotiate prices with Contractors for changes resulting from design or field contract revisions.
  - Prepare daily reports of all construction and engineering field work using the Authority's CapEx Manager System.
  - Prepare and forward, to the Authority, weekly quantity summaries for each item of the contract.
  - Prepare bi-weekly narrative of progress problems, if any, for transmittal to the Chief Engineer.
  - Review and approve the Contractor's progress schedule. In addition, review on a monthly basis the Progress Schedule and/or CPM (Critical Path Method) Schedule submitted by the Contractor. Make recommendations to the Chief Engineer concerning the Contractor's adherence thereto. Advise the Contractor in the solution of scheduling problems so as to complete the project on time, within the budget and in accordance with the Contract Drawings and Specifications.
  - Review and approve all testing laboratory invoices.
  - Maintain records covering running totals of quantities and costs while construction is in progress.

- Review, approve and process all shop drawings, catalog cuts and methods of work and equipment.
  - Maintain daily records of the type and size of equipment used on all construction operations using the Authority's CapEx Manager system.
  - Review traffic protection procedures.
  - Perform tests required to ensure material compliance with the Plans and Specifications.
  - Review and approve lane closing request forms prepared by the Contractor.
  - Ensure that the Contractor complies with all local, state and federal laws, ordinances, rules, regulations or orders, as provided by the Contract. Review the Contract Documents and familiarize himself/herself with, and verify in the field, all evident Electronic Toll Collection (ETC) facilities (in particular installation of fiber optic cable and its ancillary facilities) and any relocation and/or protection requirements identified in the Contract Documents.
  - The Resident Engineers shall also be familiar with the Contractor's requirements to comply with the "One Call Law" and the N.J. Board of Public Utilities Excavator Handbook for damage prevention of buried utilities. The One Call System can be reached by dialing 1-800-272-1000 a minimum of three (3), but no more than ten (10) business days in advance of excavation work or other activity that may adversely affect the ETC facilities.
  - Review with the Contractor, at the Preconstruction Meeting, the Contract requirements for working at and/or in the vicinity of Authority ETC facilities.
  - A FIBER OPTIC CABLE CONTRACT DOCUMENT REVIEW CERTIFICATION Form FOC 2/22/00 shall be completed and signed by the Resident Engineer and delivered to the Authority no less than three (3) days prior to the Preconstruction Meeting.
27. The duties of the inspectors typically include, but are not limited to, the following:
- Inspect all construction materials to be used at the site to ensure compliance with plans and specifications.
  - Inspect all construction activities to ensure quality of workmanship.
  - Maintain daily records of the numbers and classification of workers employed by the Contractors using the Authority's CapEx Manager system.
  - Prepare daily reports of all construction and engineering field work using the Authority's CapEx Manager system.
  - Prepare and maintain weekly quantity summaries for each item of the contract, with an appropriate format.
  - Maintain records covering running totals of quantities and costs while construction is in progress.
  - Maintain daily records of the type and size of equipment used on all construction operations using the Authority's CapEx Manager system.
  - Review traffic protection procedures.
  - Attend meetings or conferences as required or directed by the Resident Engineer or the Authority.
  - Perform tests required to ensure material compliance with the Plans and Specifications.
28. The Consultant shall prepare reports in case of accident affecting the Contractor or the Consultant and/or their respective personnel.
29. Field personnel shall wear safety vests and hard hats at all times. Safety vests shall be open front vests meeting the ANSI Specifications for American National Standard for High Visibility Class 3 Safety Apparel. The retro-reflective material shall have contiguous areas encircling the torso, placed in such a manner to provide 360° of visibility.

## **E. TESTING**

1. The Consultant shall hire, coordinate, instruct and pay all testing laboratories for routine and specialized testing services. The Authority shall approve the AASHTO accredited testing laboratory proposed by the Consultant. It shall be the Consultants responsibility to confirm that the testing/laboratory/laboratories of their choice have current up to date accreditations for testing services to be provided. Services provided by Testing Laboratories who are currently retained by the Authority shall be in line with the cost structure of their OPS. For testing laboratories not currently retained by the Authority, compensation for services shall be consistent with the cost structure of firms currently under agreement with the Authority. Testing laboratories shall be retained by the Consultant and reimbursed by the Authority as a direct expense.
2. Off-site laboratory testing by an independent testing laboratory is intended to provide all off-site testing and inspection services. The Consultant shall direct and coordinate with the testing laboratory the type, range and number of tests to be taken in accordance with the contract documents, or as may be required to provide quality assurance.
3. The approved testing laboratory must have current AASHTO accreditation for all testing required and performed.

## **F. FIELD OFFICE**

A project of this magnitude will require significant space for the Engineer's Field Office. Set forth below is an approach that requires the Consultant to secure building office space off Turnpike right-of-way and the construction of two satellite field office trailer complexes on Turnpike property. The Consultant may utilize this concept or consider other alternatives to provide for a Field Office for this assignment. The Consultant must identify in their EOI how they propose to provide for the Engineer's Field Office, which is the Consultant's responsibility to secure for this assignment. The Consultant is not responsible to secure field office space for the Consultants retained under OPS Nos. T3201 and T3202. Engineer's Field Offices for those assignments will be provided for by others.

1. The Consultant shall secure thru a lease agreement appropriate office space immediately adjacent to the Turnpike, centrally located within the Project limits. This facility shall be the primary Project Office for all senior management personnel and support staff for the supervision and inspection of construction contracts and activities central to the project. This office space shall be sized to house staff as required pending the number of personnel needed as contracts are awarded and completed. It shall have conference rooms and provide offices for senior management, field personnel, office support and offices/work stations for approximately 10 Turnpike Authority staff involved in the project.
2. The Consultant shall also supplement this primary Project Office with two satellite field office complexes, one located in the south (in the vicinity of Interchange No. 7) for construction supervision of those contracts of Section Nos. 1 and 2, and one in the north (in the vicinity of Interchange 8A) for Section Nos. 7 and 8. The Consultant will be responsible to design, permit, procure and construct / install both satellite field trailer offices. The Consultant will also be responsible to secure all utilities necessary to support each office. Cost associated with the aforementioned activities shall be reimbursed by the Authority in accordance with the provisions of Section VIII Compensation Basis.

3. The Consultant will be responsible for furnishing all offices as needed for the performance of their work, including, but not limited to, phones, computers, duplication equipment, facsimile machines, service for communication via electronic mail, supplies, etc. Costs for monthly lease agreements shall be paid by the Authority as a direct expense as well as other agreed upon costs necessary for the offices not considered overhead items. Costs incurred by the Consultant for standard overhead items shall be included in the multiplier identified in Section VIII Compensation Basis.
4. The Consultant shall staff the Project Office at all times when the contractor is working and until 5:00 P.M. each weekday to receive mail and telephone messages, to issue correspondence in a timely manner, and maintain files pertinent to the project.

#### **G. WEEKLY PROGRESS MEETINGS**

Weekly progress meetings shall be held with the Project Manager, Field Project Managers, senior staff of OPS Nos. T3201 and T3202 and Authority senior management personnel. The purpose of these meetings will be to discuss the progress of the project, review critical issues, and make high level decisions as necessary to satisfactorily progress the project. A brief executive summary paper in bullet form utilizing bi-exception reporting to introduce new issues and to report on former issues previously identified shall be used as the basis for the meetings agenda.

#### **H. MONTHLY PROGRESS REPORTS and PROGRESS PHOTOS**

1. On a monthly basis the Consultant shall prepare an executive level Progress Report for the Authority's use. This document will report on the progress and status of all construction contracts, contractors, and consultants overseeing all construction and ancillary work for this project. The report shall include; an executive summary, narratives on overall contract progress, information on each of the three Consulting firms (OPS Nos. T3200, T3201 and T3202) engaged by the Authority to manage and inspect the project, information on budgets, costs, man-hours used and remaining, status of SBE % attainment, project schedules, utilities. Also, included will be discussions and information on key issues, potential conflicts, the interface of work between Sections and other critical issues that affect the management and construction of the project. Information for this report will be developed by the Consultant and will also be provided by the Consultants retained under OPS Nos. T3201 and T3202 for Section Nos. 4 and 6, respectively.
2. On a quarterly basis the Consultant shall take and provide color aerial photographs, in digital and photographic form, showing the progress of the work. The number and location of the views to be taken will be dependant on the construction activities being performed. The Consultant shall assume that up to three (3) Authority personnel will participate and board the aircraft used for taking the aerial photographs. The cost associated with the flights and aerial photographs shall be reimbursed by the Authority as a direct expense.

## SECTION VI REFERENCE MATERIAL AVAILABLE

The following reference material is available for review by appointment only from 9:00 a.m. to 4:00 p.m., Monday through Friday, at the Authority's Main Street Building in Woodbridge. Consultants wishing to review this material must make prior arrangements by contacting John Ferrandino, Chief Drafter at: 732-750-5300, Extension 8220. These documents are for review only. Reproduction of the Reference Material will not be permitted

1. "New Jersey Turnpike Authority, Interchange 6-8A Widening Program, Concept Studies" Volume 1 - 3, prepared by the Louis Berger Group, Inc. dated January 6, 2006.
2. "New Jersey Turnpike Authority, Interchange 6-8A Widening Program, Preliminary Design Report" Volumes VIII, prepared by the Louis Berger Group, Inc. which includes Volume VI preliminary Plans at a scale of 1" = 100' with one-foot contours.
3. "New Jersey Turnpike Authority, Interchange 6-8A Widening Program, Executive Order No. 215, Environmental Impact Statement" Volumes I - II, prepared by the Louis Berger Group, Inc. dated January 2007.
4. "Final Environmental Constraints Report Volumes I and II" prepared by the Louis Berger Group, Inc. dated January 2007.
5. "Design Section Plan Limit" scale 1" = 800' prepared by the Louis Berger Group, Inc. dated July 2006.
6. Program Work Plan prepared by HNTB Corporation dated November 2007.
7. Contract No. R-1296, Electronic Toll Collection System.
8. Alternatives for the proposed connections to Routes NJ 33/133 and Milford Road prepared by Louis Berger Group, Inc. and Dewberry-Goodkind, Inc.
9. "Bridges over Normal Section" scale 1"=20' prepared by the Louis Berger Group, Inc. dated March 7, 2007.
10. New Jersey Turnpike Authority Design Manuals, Standard Drawings, Design Standards, Standard Specifications, Manual of Construction (1987).
11. Phase A Submissions consisting of Contract Drawings and Engineer's Estimates for Section Nos.1, 2, 3, 4, 5, 6, 7, and 8 (30 Scale Plans).
12. Phase A Submission identifying the proposed construction contract limits with accompanying narrative of the scope of work and cost.
13. Phase A Project Master Schedule prepared by the Constructability Consultant.
14. CapEx Manager – CapitalSoft Manuals and Capital Soft Supplemental Guidelines for Construction, Version 7/08 (ALT).

## **SECTION VII STAFFING SCHEDULE / MAN-HOUR ESTIMATE**

Consultants are directed to prepare and submit, as part of their EOI, a staffing schedule and man-hour estimate. Please find a sample Staffing Schedule in this Section. The schedule shall provide a breakdown by firm and ASCE Grade, at a minimum, with a line item for each of the specific services described in this RFEOI and any and all work, whether specified or not in the RFEOI, for the total performance of this OPS. The Staffing Schedule / Man-Hour Estimate may be a maximum of two (2) 11" X 17" pages.

## Staffing Schedule

OPS No. T3200  
 Construction Management and Inspection Services Mainline  
 Interchange 6 to 9 Widening Program

Hours/Tasks								
Classification (ASCE-Grade)	Regular		Overtime		Unanticipated		Other Tasks	Total Hours
Project Manager								
Field Project Managers								
Resident Engineers								
Senior Inspectors								
Inspectors								
Office Engineers								
Surveyors								
Survey Crews								
Schedulers								
Traffic Control Supervisors								
Utility Coordinators								
Safety Officers								
Drafting/CADD Tech.								
Total Hours								

Note: The above chart is intended to act as a guide. The Consultant shall modify and expand Classifications and tasks as required to meet the project needs.

## SECTION VIII COMPENSATION BASIS

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

The Fee Proposal shall be submitted as a cost-plus fee, based on reimbursement of direct professional and technical salaries, except Corporate Officers, Partners, Owners and routine secretarial and clerical services, times a multiplier, not to exceed 2.35 plus direct expenses and subconsultant services, at cost. The multiplier shall not be applied to the premium portion of overtime. When \*Corporate Officers, Partners, Owners and/or Principals are required to provide services in a technical capacity, their salary rates shall be limited to a maximum of \$75.00 per hour. The multiplier covers all overhead and profit. No expenses or costs shall be billed unless specifically included in this EOI Solicitation or approved by the Authority's Chief Engineer or his duly authorized representative in writing prior to such costs being incurred by the Consultant. Average rate per classification/grade will be permitted to determine total labor costs. The Consultant shall identify the range of labor cost per classification and its average hourly labor cost rate in determining the total labor costs.

The Consultant shall also identify cost of living or merit increases for each year the Consultant anticipates increases will be given over the life of the project. A single percent increase calculated for mid point of the project will not be acceptable. Wage rate increases may be shown as a percentage (%) of the existing or prior rate identified. If such information is not provided, wage rate increases for cost of living or merit will not be approved.

*\*Corporate officers are defined as all officers required or permitted pursuant to the New Jersey Business Corporation Act (N.J.A.C. 14A:1 et seq.) which includes a president, secretary, treasurer, chairman of the board, and vice presidents. Corporate officers are also defined as all officers created by the business entity's by-laws, resolutions or other legal action. This could include, but not be limited to, chief finance officer and chief executive officer. Partners, owners and/or principals are defined as any person with an equity interest in the business entity whether or not such a person is an officer, however, they may be equity owners, and, as such, would qualify under this exclusion.*

The Fee Proposal when requested, shall detail time (hours) and direct salary data for classifications conforming to ASCE Professional and Technical Grades, as shown on the staffing schedule and as modified by the Consultant to account for all required services. The ceiling amount shall be estimated to the nearest \$1 Million.

Salaries shall be charged at the Consultant's hourly rates. The Consultant is responsible for managing the assignment, adhering to the number of hours, salary rates and personnel, as presented in the Expression of Interest, Technical and final Fee Proposals. Individual standard and overtime rates must be approved by the Authority's Chief Engineer or the Chief Engineer's designated representative prior to commencement of work or whenever the Consultant proposes that an individual's rate be changed during the term of this OPS, provided such change is reflected in the Consultant's Fee Proposal. Except for overtime worked on construction supervision during permissible contract working hours, approval of overtime must be issued by the Authority. The Fee Proposal shall follow and reflect the staffing schedule as shown in Section IV and /or as modified by the Consultant to account for all required services.

Direct expenses shall include subconsultant services, mileage, tolls, testing laboratory services, flights, aerial photographic services, monthly lease costs for the Engineer's Field Office, costs for equipment, furnishings and supplies required for the Engineer's Field Office, printing costs for documents if printed and invoiced by an

independent vendor. Overnight delivery charges will be paid by the Authority if said delivery is specifically requested by the Authority and agreed to in advance. Otherwise, the Consultant will not be reimbursed for overnight delivery charges if the Consultant elects to use such services for his convenience. In addition, expenses not specifically identified herein, but deemed necessary for the project that could not have been anticipated during the consultant solicitation process. Said costs will be reimbursed by the Authority if approved in advance by the Authority's Chief Engineer or his duly authorized representative in writing prior to such costs being incurred by the Consultant. Mileage will be paid at the prevailing rate. Mileage and tolls will be reimbursed for travel between the field office and the job site and return.

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

**SECTION IX**  
**AFFIDAVIT OF ELIGIBILITY / DISCLOSURE OF MATERIAL LITIGATION**

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ the \_\_\_\_\_  
(Principal of the Firm, Print Name) (Title)

of \_\_\_\_\_, being first duly sworn, deposes and affirms:  
(Print Name of Firm)

1. That \_\_\_\_\_ (Firm) wishes to demonstrate its eligibility to do business with the New Jersey Turnpike Authority (Authority) or any state or the federal government agency, and to disclose material litigation in accordance with the Authority's solicitation for Expressions of Interest in connection with the professional services required for Order for Professional Services No. T3200
2. That the undersigned, being authorized to act on behalf of the Firm, certifies that I am personally acquainted with the operations of the Company, have full knowledge of the factual basis comprising the contents of this Affidavit and that the same are true to my knowledge.
3. That the Firm is not listed on the "Report of Suspensions, Debarments and Disqualifications of Firms and Individuals" published by the State of New Jersey Department of the Treasury in accordance with New Jersey Executive Orders No. 34 (1976) and 189 (1988), and neither the Firm nor its Principals, Owners, Officers, or Directors are collectively or individually suspended, debarred or otherwise declared ineligible from doing business with the Authority or any state or the federal government, for any other reason except as follows (if none, so state; attach additional sheet if necessary):
4. That as of the date of signing this Affidavit, neither the Firm, nor any of its Principals, Owners, Officers, or Directors are involved in any litigation, pending, threatened or brought against them, that could materially affect its ability to perform the OPS, except as follows (if none, so state; attach additional sheet if necessary):
5. That as of the date of signing this Affidavit, neither the Firm, nor any of its Principals, Owners, Officers, or Directors have any enforcement actions or penalties pending or assessed on them by any regulatory agency having jurisdiction over permit compliance, worker health and safety, or labor laws, as these issues relate to performance of the OPS, except as follows (if none, so state; attach additional sheet if necessary):
6. That, to the best of my knowledge, the Firm and its employees have not had access to any confidential information of the Authority, which was not made available to all firms.

7. That all statements contained in the Firm's Expression of Interest for the OPS and in this Affidavit are true and correct, and are made with full knowledge that the Authority relies upon the truth of the statements herein contained in awarding the OPS.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public of the State of \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_.

**SECTION X**  
**DISCLOSURE FORM – OUTSTANDING WORK WITH THE AUTHORITY**

The purpose of this form is to disclose the outstanding work a firm has with the New Jersey Turnpike Authority (Authority). Outstanding work is defined as all work a firm anticipates billing the Authority in the next 18 months. Work to be performed by Subconsultants shall not be included. However, work a firm performs as a Subconsultant should be included. Include recent Consultant Selections, all executed OPS', Letters of Intent and On-Call Consultant Assignments. Generally, firms with the most billings will receive a lower rating than firms with lesser billings.

The Review Committee will only consider workload at the time of reviewing this Expression of Interest for selection and/or short listing. If this project requires a Technical Proposal, workload will not be considered again.

**All consultants must complete and submit this form with their Expression of Interest.** List each OPS separately. Attach additional pages if necessary. State "none" if firm does not have any outstanding work with the Authority.

**Disclosure**

Total outstanding work anticipated to be invoiced in the next 18 months from the date of this Expression of Interest letter:

<u>OPS No.</u>	<u>Description - Title</u>	<u>OPS Award Amount</u>	<u>Amount Outstanding</u>
1)			
2)			
3)			
4)			
5)			
6)			

TOTAL \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

The undersigned certifies that the foregoing information regarding outstanding work is true and accurate as of the date of signing this disclosure form. I am aware that if any of the foregoing information provided herein is willfully false, I am subject to punishment as provided by law.

Certification: \_\_\_\_\_  
(Print Name of Firm)

\_\_\_\_\_  
(Signature, Principal of the Firm) Date: \_\_\_\_\_

\_\_\_\_\_  
(Print Name & Title)

**SECTION XI  
CERTIFICATION OF STAFF AVAILABILITY**

I certify on the behalf of \_\_\_\_\_,  
(Print Name of Firm)

that the staff proposed in this Expression of Interest, in connection with the professional consulting services required for the Order for Professional Services, OPS No. T3200, will be used in the performance of this OPS, and will be available for assignment to this OPS as of the anticipated OPS start date through its anticipated completion.

When proposing the same staffing, project manager and/or key project team members, on multiple Expressions of Interest, I further certify one of the following.

- A. \_\_\_\_\_ All projects utilizing same staff, or portions thereof, will be completed on time. If applicable, provide statement of how this will be done:
  
  
  
  
  
  
  
  
  
  
- B. \_\_\_\_\_ The Firm voluntarily withdraws one of the Expressions of Interest from further consideration if the New Jersey Turnpike Authority is giving serious consideration to more than one Expression of Interest.
  
  
- C. \_\_\_\_\_ Alternate staff resumes are provided herewith and shall be used in evaluating the Expression of Interest if the New Jersey Turnpike Authority is giving serious consideration to more than one Expression of Interest.
  
  
- D. \_\_\_\_\_ Not applicable.

CONSULTANT

\_\_\_\_\_  
Signature (Principal of the Firm)

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

**SECTION XII**  
**NEW JERSEY TURNPIKE AUTHORITY**  
**SMALL BUSINESS ENTERPRISE SUBCONSULTING PROGRAM**

It is the policy of the New Jersey Turnpike Authority (the "Authority") that Small Business Enterprises ("SBE") as determined and defined by the New Jersey Commerce and Economic Growth Commission ("Commerce Commission") and the Department of the Treasury ("Treasury") in N.J.A.C. 12A:10A-1 et seq. have the opportunity to compete for and participate in the performance of consultant services. The Authority is seeking participation of these SBEs for the issuance of certain Orders for Professional Services (OPS). Your Expression of Interest (EOI) must include a goal of awarding at least twenty-five (25%) percent of the total value of the OPS to subconsultants who are registered with the Commerce Commission as a SBE. The Consultant must submit proof of its subconsultant's SBE registration. In the event that the Consultant cannot comply with the goal set forth above, prior to the time of the award, the Consultant must demonstrate to the Authority's satisfaction that a good faith effort was made to accomplish the above stated goal.

In order for the Authority to monitor and report SBE participation during the course of the OPS pursuant to N.J.A.C. 17:14-5.2, the consultant shall submit evidence of SBE participation in a form acceptable to the Authority, with each invoice for payment. Invoices for Payment submitted without the completed SBE Form will not be processed.

If the Consultant, for any reason, at any time during the course of the OPS, intends to make any additions, deletions or substitutions to the list of firms on the SBE form submitted to the Authority, the Consultant shall submit such proposed changes for approval. Any such proposed changes must comply with the requirements and procedures set forth herein.

Evidence of a "good faith effort" includes, but is not limited to:

1. Consultant shall request a listing of small businesses from the Commerce Commission and the Authority and attempt to contact same;
2. Consultant shall keep specific records of its efforts, including the names of businesses contacted and the means and results of such contacts, receipts from certified mail and telephone records;
3. Consultant shall provide proof of solicitations of SBEs for their services, including advertisements in general circulation media, professional service publications and minority and women focus media;
4. Consultant shall provide evidence of efforts made to identify work categories capable of being performed by SBEs;
5. Consultant shall provide all potential subconsultants with detailed information regarding the project description;
6. Consultant shall attempt, wherever possible, to negotiate lower prices with potential SBE subconsultants which submitted higher than acceptable fee estimates; and
7. Efforts made to use the services of available community organizations, consultant groups, and local, state and federal agencies that provide assistance in the recruitment and placement of SBEs.

Consultant shall maintain adequate records to document their efforts and will provide same to the Authority upon request.

SECTION XIII

OPS No. T3200: \_\_\_\_\_

Date: \_\_\_\_\_

NEW JERSEY TURNPIKE AUTHORITY  
 SBE FORM – PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION

NAME & ADDRESS OF SBE (SUB)CONSULTANT/SUPPLIER	CLASSIFI- CATION	TYPE OF WORK TO BE PERFORMED	PROJECTED DATE OF COMMENCEMENT & COMPLETION	ESTIMATED PERCENTAGE OF (SUB)CONSULTANT WORK

(Attach additional sheet if necessary)

\_\_\_\_\_  
 Prime Consultant (print name)

\_\_\_\_\_  
 Prime Consultant's DBE Liaison Officer

\_\_\_\_\_  
 Telephone Number

All Consultants must complete and submit this form with their EOI and may be requested to submit evidence of each SBE's certification.

**SECTION XIV  
AFFIRMATIVE ACTION REGULATIONS  
P.L. 1975, C. 127 (NJAC 17:27)  
PROFESSIONAL SERVICE AGREEMENTS**

Pursuant to P.L. 1975, c. 127 (N.J.A.C. 17:27) all Consultants negotiating for a professional service agreement with the Authority are required to comply with the following requirements.

Prior to the time the OPS Agreement is submitted for execution by the Authority, the Consultant is required to present one of the following three documents to the Authority:

- (a) An existing federally approved or sanctioned affirmative action program.
- (b) A Certificate of Employee Information Report Approval.
- (c) If the Consultant cannot present "a" or "b", the Consultant is required to submit a completed Affirmative Action Employee Information Report (Form AA 302). This form will be made available to Consultants upon request.

The Consultant shall complete information requested below and return this form with the appropriate documents required above within 7 days of receipt of notice of the Authority's acceptance of their proposal.

1. Name & Address of Firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Do you have a federally approved or sanctioned Affirmative Action Program?

Yes \_\_\_\_\_ No \_\_\_\_\_

(a) If yes, please submit a copy of a valid letter of approval of your firm's Affirmative Action Program from the Office of Federal Contract Compliance Programs

3. Do you have a State Certificate of Employee Information Report Approval?

Yes \_\_\_\_\_ No \_\_\_\_\_

(a) If yes, please submit a copy of such certificate.

4. Information is being provided for Award of OPS, OPS No.: \_\_\_\_\_ T3200

**SECTION XV**  
**State Contractor Political Contributions Compliance**  
**Public Law 2005, Chapter 51**  
**(Formerly Executive Order 134)**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). The Order is applicable to all State agencies, the principal departments of the executive branch, any division, board, bureau, office, commission within or created by a principal by a principal executive branch department, and any independent State authority, board, commission, instrumentality or agency. Executive Order 134 was superseded by Public Law 2005, c.51, signed into law on March 22, 2005. The Executive Order, and the subsequent legislation, contains additional restrictions and reporting requirements that will necessitate a thorough review of the provisions. Pursuant to the requirements of PL 2005, c.51, the terms and conditions set forth in this section are material terms of any OPS resulting from this RFEOI or RFP:

**Definitions**

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

- a) **Contribution** – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.10:44A-1, et. seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1, et. seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws.
- b) **Business Entity** – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing therewith.

**Violation of Terms of P.L. 2005, c.51**

It shall be a violation of the terms of P.L. 2005, c.51 for the Business Entity to (i) make or solicit a contribution in violation of this Order; (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which is made or solicited by the business entity itself, would subject that entity to the restrictions of P.L. 2005, c.51; (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 P.L. 2005, c.51; 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 P.L. 2005, c.51.

**Certification and Disclosure Requirements**

The Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during specified time periods as set forth in the P.L. 2005, c.51.

Accordingly, the Business Entity(s) shall submit a Certification(s) certifying no contributions prohibited by P.L. 2005, c.51 have been made by the Business Entity. A separate Certification is required for each person or organization defined above as a Business Entity.

Furthermore, prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall report all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7, as set forth in the P.L. 2005, c.51. A separate Disclosure is required for each person or organization defined above as a Business Entity.

In order to further simplify the P.L. 2005, c.51 compliance process, a combined Certification and Disclosure Form can be utilized to satisfy the above requirements. It is to be submitted following a notice of intent to award or prior to contract award.

The intended awardee must also submit an Ownership Disclosure form and The Executive Summary of Procurement to be Awarded form.

All forms will be requested from the intended awardee only. The necessary forms will be transmitted to the intended awardee by the Authority via mail or fax. These documents will then be completed by the intended awardee and returned to the Authority within five business days.

**State Treasurer Review**

The State Treasurer or his/her designee, shall review all forms submitted pursuant to this P.L. 2005, c.51, as well as any other pertinent information concerning the contributions or reports thereof that may be requested of the intended awardee or contractor prior to award or during the term of the contract, respectively. If the State Treasurer determines that any contribution or action by the intended awardee or contractor violates the terms of the P.L. 2005, c.51, the State Treasurer shall disqualify the Business Entity from award of such contract or shall terminate the existing contract.