

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Commissioner
Kevin S. Corbett, President & CEO

NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

July 24, 2020

Mr. Daniel Healey, Jr.
George Harms Construction, Co., Inc.
P.O. Box 817
Farmingdale, NJ 07727

**RE: NJ TRANSIT Contract No. 20-005X
Raritan River Bridge Replacement Project
General Construction Contract No. 1**

Subject: Notice to Proceed

Dear Mr. Healey, Jr.:

NJ TRANSIT hereby issues a Notice to Proceed for the above-referenced project. Please be advised that the **effective date of this Notice to Proceed will be July 24, 2020.**

Per the terms and conditions of the contract, George Harms Construction, Co., Inc. is required to complete this project within the contract specifications within 815 Calendar Days for piers 15, 16, 17 and 18 and the Contract Completion shall be no later than 1,547 Calendar Days from the effective date of the Notice to Proceed. George Harms Construction, Co., Inc. per this notice shall begin work. Liquidated damages will apply as stated in the contract terms and conditions.

NJ TRANSIT looks forward to working with your organization on this project and to its successful completion.

If you have any questions, please feel free to contact me at 973-491-8476 or tchapman@njtransit.com.

Sincerely,



Taishida Chapman
Director, Contracts Unit
Procurement Department

cc:

D. Cimino
L. Fanning
L. Isaac
D. Maine

K. Moe
K. Patel
J. Rush-Gilbert
J. Zhang

APPENDIX C CONTRACT EXECUTION FORM

CONTRACT NO. 20-005X

This Agreement made this 30th day of June, 2020, between the New Jersey Transit Corporation, hereinafter referred to as NJ TRANSIT, and George Harms Construction Co., Inc. having its principal offices located at 62 Yellowbrook Road Howell, New Jersey 07727 hereinafter referred to as the Contractor.

WITNESSETH:

Whereas, the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by NJ TRANSIT, hereby covenants and agrees to furnish and deliver all materials and to do and perform all work and labor required to complete the Raritan River Bridge Replacement Project—General Construction Contract No.1 within 815 Calendar Days from the issuance of Notice-to-Proceed for piers 15, 16, 17 and 18 and the Contract Completion shall be no later than 1,547 Calendar Days after issuance of Notice to-Proceed, in strict and entire conformity with the specifications for the project, which said specifications are as follows and are hereby made a part of this Contract as fully and with the same effect as if the same had been set forth at length in the body of this Contract:

Contractor's Bid Proposal
Performance / Payment Bond
Non-Collusion Affidavit
New Jersey Prevailing Wage Determination
Federal Prevailing Wage Determination
Prevailing Wage Affidavit
Contractor's Certification of Eligibility
Affidavit of Compliance
Ownership Disclosure
Disclosure of Investment Activities in Iran
Federal EEO Provisions for Construction Contracts
State EEO Provisions for Construction Contracts
Certification for Contracts, Grants, Loans and
Cooperative Agreements
Buy America Certificate
DBE Provisions
General Provisions
Special Provisions
Technical Provisions
Addendum: 1-8

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work.


It is also agreed and understood that the acceptance by the Contractor of the final payment by NJ TRANSIT shall be considered as a release in full of all claims against the Executive Director and NJ TRANSIT out of, or by reason of, the work done and materials furnished under this Contract.

In consideration of the premises, NJ TRANSIT hereby agrees to pay to the Contractor for the said work when completed in accordance with the said specifications, the sum of \$247,945,055.49. It is understood that payments shall be the total of the unit prices written in this Contract for the work actually done.

In Witness Whereof, the Contracting Officer of NJ TRANSIT has signed this instrument and caused it to be attested, and the Contractor has caused this instrument to be signed by its _____ President _____ and attested by its _____ Secretary _____ the _____ day and year first written.


ATTEST:

NEW JERSEY TRANSIT CORPORATION

By: 
Contracting Officer

ATTEST:

CONTRACTOR


Name: Gary Abadrabo
Title: Secretary

By: 
Name: Robert Harms
Title: President

The above Contract has been reviewed and approved as to form only.

**GUBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY**

By: _____
Deputy Attorney General

PURCHASE ORDER INSTRUCTIONS

ALL PACKAGES MUST BE ACCOMPANIED BY A PACKING SLIP.
 REFERENCE PURCHASE ORDER NUMBER, PURCHASE ORDER LINE NUMBER, AND NJT CATALOG NUMBER ON ALL INVOICES, PACKING SLIPS AND BILLS OF LADING.
 INVOICES WITHOUT PURCHASE ORDER NUMBERS WILL BE RETURNED. VENDOR MUST SUPPLY ORIGINAL NON CONSTRUCTION INVOICE AND ANY FREIGHT BILLS IN EXCESS OF \$100 TO:
 E-MAIL INVOICES@NJTRANSIT.COM OR FAX 973-833-8132
IMPORTANT - ONE INVOICE AND ALL OF ITS SUPPORTING DOCUMENTS MUST BE INCLUDED IN A FILE USING THE FILE NAMING FORMAT PURCHASE ORDER NUMBER -INVOICE NUMBER. MULTIPLE FILES MAY BE INCLUDED IN ONE E-MAIL.
 CONSTRUCTION INVOICES SHOULD CONTINUE TO BE SENT TO THE CONSTRUCTION MANAGER.
 VENDOR MUST ALSO SUPPLY A COPY OF INVOICE(S) TO CONSIGNEE.
 VENDOR: IF PRICE ON PO DOES NOT MATCH, DO NOT SHIP MATERIAL, CONTACT BUYER.

HOW TO CONTACT ACCOUNTS PAYABLE CUSTOMER CARE (APCC)
 E-MAIL APCC@NJTRANSIT.COM
 VOICE 973-491-8399 FAX 973-491-4621

PURCHASE ORDER NO		REV NO	
200035417		0	
VENDOR NO		ISSUE DATE	
80003818		06/24/20	
DATE CHANGED		PAGE NO	
		1	

SUPPLIER:		SHIP TO:		BILL TO:	
George Harms Construction Co Inc PO BOX 817 FARMINGDALE, NJ, 07727-0817		NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246		NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246	

BUYER: Taishida Chapman		TCHAPMAN@NJTRANSIT.COM		NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES PURSUANT TO SECT 9(A)(1), OF NJSA 54:32B-1 ET SEQ. FEDERAL T.I.N.: 22-228-1352 TAX EXEMPT #'S 21-60000928 (NJ) 22-75-0050K (FEDERAL)	
TERMS	FREIGHT TERMS	FOB	QUOTATION NO		
NET 45	100	DESTINATION			

NJ TRANSIT ETHICS CODE: NJ TRANSIT IS AN INSTRUMENTALITY OF THE STATE OF NEW JERSEY AND ITS EMPLOYEES AND OFFICERS AND MEMBERS OF THE NJ TRANSIT BOARD OF DIRECTORS ARE PUBLIC SERVANTS AND ARE GOVERNED BY CIVIL AND CRIMINAL LAWS THAT CONTROL HOW NJ TRANSIT AND ITS PERSONNEL CONDUCT BUSINESS WITH VENDORS, CONTRACTORS AND CONSULTANTS. THESE PROVISIONS INCLUDE THE CONFLICTS OF INTEREST LAW, NJSA 52:13D-12; THE GIFTS TO PUBLIC SERVANTS LAW, NJSA 2C:27-6; AND THE COMPENSATION FOR PAST OFFICIAL BEHAVIOR LAW, NJSA 2C:27-4. THESE PROVISIONS CONTAIN UNEQUIVOCAL AND STRINGENT RESTRICTIONS RELATING TO GIFTS AND GRATUITIES BY ANY NJ TRANSIT EMPLOYEE OR ANY PERSON, COMPANY OR ENTITY DOING BUSINESS WITH OR WANTING TO DO BUSINESS WITH NJ TRANSIT. THE TERM "GIFT" INCLUDES ALL THINGS AND OBJECTS, TANGIBLE OR INTANGIBLE INCLUDING SERVICES, GRATUITIES, MEALS, ENTERTAINMENT, EVENT TICKETS, MEMBERSHIP CLUB ACCESS, TRAVEL COSTS AND LODGING. ALSO, NJ TRANSIT'S CODE OF ETHICS AND CODE OF CONTRACTORS AND CONSULTANTS FROM OFFERING ANY GIFTS TO ANY NJ TRANSIT EMPLOYEE. DO NOT, UNDER ANY CIRCUMSTANCES, TEMPT OR PUT AN NJ TRANSIT EMPLOYEE IN THE AWKWARD POSITION OF HAVING TO REFUSE A GIFT OR RETURN A GIFT NO MATTER HOW WELL INTENTIONED OR INNOCUOUS THE GIFT MAY BE.

LINE NUMBER	ITEM NUMBER/ MPN/MFR /DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	AMOUNT
1	CONTRACT #:20-005X SOURCE DOCUMENT: MR #500000361114 GL #1.8851.50305.SFF4000.C.000.00000.00000 20-005X Raritan River Bridge Replacement Project - Construction Contract GC.01 NJ TRANSIT Contract No. 20-005X Raritan River Bridge Replacement Project - General Construction Contract (GC-01) PM: Jeremy Zhang The total expenditure amount for this line shall not exceed \$247,945,055.49. Refer to NJ TRANSIT Contract No. 20-005X for the complete terms and conditions of this agreement. ***** Retainage- 5%	06/06/20	247945055.49	\$	1	247,945,055.49
					** TOTAL:	\$ 247,945,055.49

PURCHASE ORDER INSTRUCTIONS

ALL PACKAGES MUST BE ACCOMPANIED BY A PACKING SLIP.
 REFERENCE PURCHASE ORDER NUMBER, PURCHASE ORDER LINE NUMBER, AND NJT CATALOG NUMBER ON ALL INVOICES, PACKING SLIPS AND BILLS OF LADING.
 INVOICES WITHOUT PURCHASE ORDER NUMBERS WILL BE RETURNED. VENDOR MUST SUPPLY ORIGINAL NON CONSTRUCTION INVOICE AND ANY FREIGHT BILLS IN EXCESS OF \$100 TO:
 E-MAIL INVOICES@NJTRANSIT.COM OR FAX 973-833-8132
IMPORTANT - ONE INVOICE AND ALL OF ITS SUPPORTING DOCUMENTS MUST BE INCLUDED IN A FILE USING THE FILE NAMING FORMAT PURCHASE ORDER NUMBER -INVOICE NUMBER. MULTIPLE FILES MAY BE INCLUDED IN ONE E-MAIL.
 CONSTRUCTION INVOICES SHOULD CONTINUE TO BE SENT TO THE CONSTRUCTION MANAGER.
 VENDOR MUST ALSO SUPPLY A COPY OF INVOICE(S) TO CONSIGNEE.
 VENDOR: IF PRICE ON PO DOES NOT MATCH, DO NOT SHIP MATERIAL, CONTACT BUYER.


HOW TO CONTACT ACCOUNTS PAYABLE CUSTOMER CARE (APCC)
 E-MAIL APCC@NJTRANSIT.COM
 VOICE 973-491-8399 FAX 973-491-4621

PURCHASE ORDER NO 200035417		REV NO 0
VENDOR NO 80003818	ISSUE DATE 06/24/20	
DATE CHANGED	PAGE NO 2	

SUPPLIER: George Harms Construction Co Inc PO BOX 817 FARMINGDALE, NJ, 07727-0817	SHIP TO: NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246	BILL TO: NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246
---	---	---

BUYER: Taishida Chapman		TCHAPMAN@NJTRANSIT.COM		NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES PURSUANT TO SECT 9(A)(1), OF NJSA 54:32B-1 ET SEQ. FEDERAL T.I.N.: 22-228-1352 TAX EXEMPT #'S 21-60000928 (NJ) 22-75-0050K (FEDERAL)
TERMS	FREIGHT TERMS	FOB	QUOTATION NO	
NET 45	100	DESTINATION		

NJ TRANSIT ETHICS CODE: NJ TRANSIT IS AN INSTRUMENTALITY OF THE STATE OF NEW JERSEY AND ITS EMPLOYEES AND OFFICERS AND MEMBERS OF THE NJ TRANSIT BOARD OF DIRECTORS ARE PUBLIC SERVANTS AND ARE GOVERNED BY CIVIL AND CRIMINAL LAWS THAT CONTROL HOW NJ TRANSIT AND ITS PERSONNEL CONDUCT BUSINESS WITH VENDORS, CONTRACTORS AND CONSULTANTS. THESE PROVISIONS INCLUDE THE CONFLICTS OF INTEREST LAW, NJSA 52:13D-12; THE GIFTS TO PUBLIC SERVANTS LAW, NJSA 2C:27-6; AND THE COMPENSATION FOR PAST OFFICIAL BEHAVIOR LAW, NJSA 2C:27-4. THESE PROVISIONS CONTAIN UNEQUIVOCAL AND STRINGENT RESTRICTIONS RELATING TO GIFTS AND GRATUITIES BY ANY NJ TRANSIT EMPLOYEE OR ANY PERSON, COMPANY OR ENTITY DOING BUSINESS WITH OR WANTING TO DO BUSINESS WITH NJ TRANSIT. THE TERM "GIFT" INCLUDES ALL THINGS AND OBJECTS, TANGIBLE OR INTANGIBLE INCLUDING SERVICES, GRATUITIES, MEALS, ENTERTAINMENT, EVENT TICKETS, MEMBERSHIP CLUB ACCESS, TRAVEL COSTS AND LODGING. ALSO, NJ TRANSIT'S CODE OF ETHICS AND CODE OF CONTRACTORS AND CONSULTANTS FROM OFFERING ANY GIFTS TO ANY NJ TRANSIT EMPLOYEE. DO NOT, UNDER ANY CIRCUMSTANCES, TEMPT OR PUT AN NJ TRANSIT EMPLOYEE IN THE AWKWARD POSITION OF HAVING TO REFUSE A GIFT OR RETURN A GIFT NO MATTER HOW WELL INTENTIONED OR INNOCUOUS THE GIFT MAY BE.

<input checked="checked" type="checkbox"/> WHEN THIS BOX IS CHECKED, THE TERMS AND CONDITIONS OF THE ATTACHED CONTRACT REPLACES THOSE SHOWN ON THE REVERSE SIDE OF THIS PURCHASE ORDER.	Authorized NJ Transit Signature / Date <div style="text-align: right;">  6/30/2020 </div>
---	--