

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Acting Commissioner
Kevin S. Corbett, Executive Director



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

April 23, 2018

Mr. Richard Radici, President
DMR Construction Services, Inc.
160 Hopper Avenue
Waldwick, New Jersey 07463

**RE: NJ TRANSIT Contract No. 17-006X
MMC/ROC Building Flood Control Project
Notice to Proceed**

Dear Mr. Radici:

NJ TRANSIT hereby issues Notice to Proceed with the work for the referenced Contract for the construction of permanent site flood protection measures to protect NJ TRANSIT's Meadows Maintenance Complex (MMC) and Rail Operations Center (ROC). As discussed and agreed in the Pre-Construction Meeting held on April 18, 2018, the effective date of this Notice to Proceed shall be May 1, 2018.

In accordance with the terms and conditions of the Contract, DMR Construction Services, Inc. is required to complete this project within 550 calendar days from the effective date of this notice to proceed, in strict and entire conformity with the specifications for the project.

Should you have any questions regarding this matter, please do not hesitate to contact me at 973-491-8470.

Sincerely,

A handwritten signature in blue ink that reads 'Gerry Spelrem'.

Gerry Spelrem
Principal Contract Specialist

cc: W. Wong
W. Schenkel
J. Rush-Gilbert



The Way To Go.

ONE PENN PLAZA EAST
NEWARK, NJ 07105-2246

PURCHASE ORDER INSTRUCTIONS

ALL PACKAGES MUST BE ACCOMPANIED BY A PACKING SLIP
 REFERENCE PURCHASE ORDER NUMBER, PURCHASE ORDER LINE NUMBER, AND NJT CATLOG
 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.

PURCHASE ORDER NO 180014866		REV NO 0
VENDOR NO 80005239	ISSUE DATE 03/05/18	
DATE CHANGED	PAGE NO 1	

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


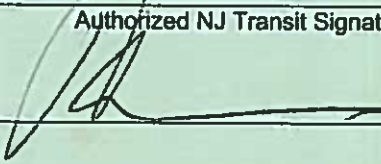
SUPPLIER: Dmr Construction Services Inc 160 HOPPER AVENUE WALDWICK, NJ, 07463-1504	SHIP TO: NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246	BILL TO: NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246
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BUYER: Gerald Spelrem	GSPELREM@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 21-80000928 (NJ) 22-75-0050K (FEDERAL)
TERMS NET 45	FREIGHT TERMS	FOB
		QUOTATION NO

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:27-8; 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 WAITING 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 #:17-006X SOURCE DOCUMENT: MR #500000006428 PROM DATE: 22-DEC-17 GL #1.8851.50305.NZE4000.C.999.FEDRL.00000 MMC Building Flood Control project: Construction Services Retainage- 5%	12/22/17	1	EA	18340280	18,340,280.00
** TOTAL:						\$ 18,340,280.00

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

 3/06/2018

CONTRACT EXECUTION FORM

CONTRACT NO. 17-006X

This Agreement made this 28th day of February 2018, between the New Jersey Transit Corporation, hereinafter referred to as NJ TRANSIT, and DMR Construction Services, Inc. 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 Construction of Permanent Site Flood Protection Measures to Protect NJ TRANSIT'S Meadows Maintenance Complex (MMC) and Rail Operations Center (ROC), Kearny, NJ within 550 consecutive calendar days from the issuance of the official 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:

Bidders 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 Nos. 1 through 14

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.

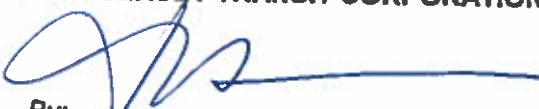
In consideration of the premises, NJ TRANSIT hereby agrees to pay to the Contractor for the said work when completed in accordance with the said specifications, the sum of \$18,340,280.00. It is understood that payments shall be the total of the unit prices written in this Contract for the work actually 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 _____ and attested by its _____ the day and year first written.

ATTEST:



NEW JERSEY TRANSIT CORPORATION


By: _____
Contracting Officer

ATTEST:


Name: Joseph Cortese
Title: Project Manager

CONTRACTOR

By: 
Name: Richard Radici
Title: President

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


~~CHRISTOPHER S. PORRINO~~
ATTORNEY GENERAL OF NEW JERSEY

By: 
Deputy Attorney General
Aziz O. Nekoukar