NEW JERSEY TRANSIT CORPORATION

NOTICE TO CONTRACTORS

CONSTRUCTION OF PERMANENT SITE FLOOD PROTECTION MEASURES TO PROTECT NJ TRANSIT'S MEADOWS MAINTENANCE COMPLEX (MMC) AND RAIL OPERATIONS CENTER (ROC), KEARNY, NJ

INVITATION FOR BID NO. 17-006X

Notice is hereby given that this is an electronic bid submission. Electronic bids will be received via the Internet until **2:00 P.M. on Thursday, May 4, 2017**, by NJ TRANSIT for the Meadows Maintenance Complex (MMC) and Rail Operations Center (ROC) Building Flood Control Project, 1148 Newark Turnpike, Kearny, NJ

Bids for the project will be downloaded from the Bid Express website on the scheduled Bid Due Date (subject to change by Addenda) at 2:00:00 P.M., Thursday, May 4, 2017 and publicly opened and read immediately thereafter at NJ TRANSIT's offices located at One Penn Plaza East, 6th Floor Bid Room, Newark, New Jersey 07105.. The Bidder must upload its bid prior to the hour named so that it is included in the project download. Late bids cannot be accepted. This is the only way to submit a bid for this project; paper bids will not be accepted.

The work under this Invitation for Bids generally consists of, but is not limited to, the construction of permanent site protection measures to protect the Meadows Maintenance Complex (MMC) and the Rail Operations Center (ROC) facilities from flooding. The flood protection measures include flood walls and gates; retractable sluice gates to protect overhead roll-up doors; sump pits and pumps; dewatering pumps; portable deployed and permanent utility pumps; flood stop logs; waterproofing material on building walls; and emergency generators. Other contract work shall include, but not be limited to, constructing steel platforms to elevate equipment above flood level; miscellaneous site improvements and landscaping, and asphalt paving. The Contractor's proposal prices shall be inclusive of all labor, equipment, plant, material, supervision, insurance, bonds, mobilization, transportation, demolition, cleanup and disposal of all construction spoils for a complete project. ALL WORK MUST BE IN STRICT CONFORMANCE WITH THE DRAWINGS AND SPECIFICATIONS PROVIDED IN THE BID DOCUMENTS.

In order to obtain all pertinent Bid Documents, interested firms must register with BID EXPRESS at https://www.bidx.com. Contractors that are currently registered with BID EXPRESS to bid NJDOT or any other public construction project do not require further registration, only an additional digital ID. To subscribe, follow instructions on the website. Fees apply to downloading documents and plans and bidding access. The fee schedule is available on the Bid Express website. All fees are directly payable to Bid Express. In order to submit a bid, NJ TRANSIT recommends that Contractors apply for a digital ID at least seven business days prior to the Bid Due Date.

All firms must be prequalified by NJ TRANSIT prior to submitting a bid. Contractors must be prequalified for an amount of work that is equal to or greater than their bid amount. Contractors must be prequalified for Heavy Construction-Rail "HR" (Operating Railroad Environment) with a classification of "GC"- General Contractor, for an amount equal to or exceeding their bid amount. NJTRANSIT suggests a minimum rating of category "O" \$10,000,001 to \$15,000,000.

Prequalification questionnaires are available for download from the Bid Express website www.bidx.com. Completed prequalification forms **MUST** be submitted to NJ TRANSIT's Bid Desk at

least **fourteen (14)** days prior to the scheduled bid opening date. Late submissions **MAY NOT** be considered.

A pre-bid conference and site tour has been scheduled for **Thursday, March 30, 2017** at 10:00A.M., at New Jersey Transit's Meadows Maintenance Complex (MMC) located at 1148 Newark Turnpike, Cafeteria Conference Room, Kearny New Jersey. A site tour will immediately follow the pre-bid conference. **INTERESTED PARTIES ARE TO PROVIDE THEIR OWN TRANSPORTATION AND ARE ADVISED THAT SAFETY EQUIPMENT IS MANDATORY FOR THE SITE VISIT (I.E., HAT, GLASSES, TOED WORK SHOES, AND VEST).** Bidders are advised that attendance at both the pre-bid conference and site visit is strongly recommended.

This project is subject to the requirements of the Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48 et seq). Contractors and subcontractors are also required to comply with the State of New Jersey, Division of Revenue, Business Registration Certificate requirements (N.J.S.A. 52:32-44.).

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31et seq. and N.J.A.C. 17:27, regarding Equal Employment Opportunity Laws and Regulations. **Disadvantaged Business Enterprises, in accordance with the Department of Transportation (DOT) Regulations 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of this contract.** The Race Conscious DBE goal for this project has been set at twenty-one percent (21%).

All bids, proposals, contracts, laws and related documentation will be subject to the financial assistance contract between the project sponsor and the U.S. Department of Transportation, under the Federal Transit Act of 1964, as amended, based upon availability of funds.

In accordance with N.J.S.A. 27:25-11(b)(3) and N.J.A.C. 16:72-2.2 bidders are notified that a bid bond in the amount of 10% of the bid price is required with their bids.

ATTACHMENTS FOR THE FOLLOW	/ING ADDENDA ARE NOT REPRINTED
HERE D	UE TO SIZE

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Richard T. Hammer, Commissioner
Steven H. Santoro, Executive Director



June 13, 2017

RE: INVITATION FOR BID NO.17-006X Construction of Permanent Site Flood Protection Measures to Protect NJTRANSIT'S Meadows Maintenance Complex (MMC) and Rail Operations Center (ROC), Kearny, NJ Addendum No.14

To whom it may concern:

The following constitutes Addendum No. 14 and must be acknowledged by each Bidder acknowledging receipt of addendum with your e-bid submission. Failure to do so may render a bid as non-responsive.

ITEM I- THE FOLLOWING IMPORTANT INFORMATION APPLIES TO THIS PROCUREMENT:

- 1) The Bid Due Date has been revised. Electronic bids will be received via the Internet until 2:00:00 P.M., Thursday, June 29, 2017, by NJ TRANSIT.
- 2) Revise Special Provisions No. 1:
 - SP 1 INQUIRIES AND REQUESTS FOR CLARIFICATION (B.2)

Modify Section B. COMMUNICATIONS

PARAGRAPH B.2 INQUIRIES AND REQUESTS FOR CLARIFICATION

Delete the last sentence and add the following:

Based upon Addendum No. 9, Bids were due in response to NJ TRANSIT's IFB No. 17-006X on June 15, 2015. Accordingly all Inquiries and Requests for Clarification were due by June 5, 2017. Please be advised that although NJ TRANSIT is extending the Bid Due Date to June 29, 2017, no response may be made by NJ TRANSIT to any inquiries or request for clarifications received after the June 5, 2017 due date.

ITEM#II: Incorporate the following question/request for information along with NJ Transit's responses (underlined):

Questions 1-2, Set 2, dated May 4, 2017 are from Jeffrey P. Michelini, Program Manager, IEW Construction Group, Inc. (IEWCG), Hamilton, NJ:

IEWCG Question 1) I want to bring your attention to the DBE goal for the project that has been set at 21%. The project rating was published at 10-15 million. This scope of work for this project has very high percentage

of specialty flood door work that must be contracted to vendors specified on the contract bidding documents. None of these specified suppliers/installers are DBE firms. We respectfully request that NJ Transit exclude the Specialty items of work from the DBE goal calculation for this project. At this time we do not believe the goals are achievable based on the current subcontracting opportunities that this project provides. NJ TRANSIT RESPONSE: NJ Transit has reviewed your information and determined that the DBE Goal will remain at 21 %. Outside of the items that require specified installers, there are other areas of work or supplies in the contract for which bidders may identify and seek DBE participation. All bidders are reminded to refer to the DBE Requirements for good faith efforts guidance in order to demonstrate documented evidence of the quality, quantity and intensity of efforts they made to seek DBE participation to meet the goal. Note that all documented evidence will be verified by NJT.

IEWCG Question 2) Additionally, we would like to bring your attention to our initial calculation that we have valued this project well over the 10-15 million project. NJ TRANSIT RESPONSE: NJ TRANSIT has reviewed this information and determined the range is accurate.

Question No. 1, Set 3, Dated May 30, 2017 is from Peter N. Egan ,Vice President Estimating & Purchasing HALL CONSTRUCTION CO., INC.(HCCI), Farmingdale, NJ

HCCI Question No.1) Due to the specialized work required for this project including limited trade scopes available to subcontract, we feel the 21% DBE goal is unattainable. We respectfully request NJ Transit reconsider the participation goal level for this contract. NJ TRANSIT RESPONSE: NJ Transit has reviewed your information and determined that the DBE Goal will remain at 21 %. The NJT project team has reviewed the scopes of work available for DBE participation on this contract and the percent/dollars of work that fall in the category of "specialty work". There are other areas of work/supplies available for DBE participation in which bidders may see DBE firms to participate. All bidders are reminded to refer to the DBE Requirements for good faith effort guidance in order to demonstrate documented evidence of the quality, quantity, and intensity of efforts they made to seek DBE participation to meet the goal. Note that all documented evidence will be verified by NJT..

This concludes Addendum No 14. Bidders must acknowledge receipt of this addendum on the acknowledgment of receipt of addendum with your e-bid submission.

Sincerely,

Robert Delitto

Managing Contract Specialist

Robert Delitto

Contracts/Division of Procurement E mail: RDELITTO@NJTRANSIT.COMFax(973)491-7597

CC: W. Schenkel/W. Wong/J. Barricella-HNTB/F.Grigni-JEG/J-Rush-Gilbert/J. ladanza/Bid Desk/IFB File

Chris Christie, Governor Kim Guadagno, Lieutenant Governor Richard T. Hammer, Commissioner Steven H. Santoro, Executive Director



June 8, 2017

RE: INVITATION FOR BID NO.17-006X Construction of Permanent Site Flood Protection Measures to Protect NJTRANSIT'S Meadows Maintenance Complex (MMC) and Rail Operations Center (ROC), Kearny, NJ Addendum No.13

To whom it may concern:

The following constitutes Addendum No. 13 and must be acknowledged by each Bidder acknowledging receipt of addendum with your e-bid submission. Failure to do so may render a bid as non-responsive.

ITEM#I: Incorporate the following question/request for information along with NJ Transit's responses (underlined):

Questions 1-2, Set 2, dated May 4, 2017 are from Jeffrey P. Michelini, Program Manager, IEW Construction Group, Inc. (IEWCG), Hamilton, NJ:

IEWCG Question 1) I want to bring your attention to the DBE goal for the project that has been set at 21%. The project rating was published at 10-15 million. This scope of work for this project has very high percentage of specialty flood door work that must be contracted to vendors specified on the contract bidding documents. None of these specified suppliers/installers are DBE firms. We respectfully request that NJ Transit exclude the Specialty items of work from the DBE goal calculation for this project. At this time we do not believe the goals are achievable based on the current subcontracting opportunities that this project provides. NJ TRANSIT RESPONSE: Request sent to OBD-NJ TRANSIT response to follow via Addendum.

IEWCG Question 2) Additionally, we would like to bring your attention to our initial calculation that we have valued this project well over the 10-15 million project. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

Questions 6, Set 10, dated May 30, 2017 are from Antonio Restrepo, DMR Construction Services, Inc.(DMRSCI), Waldwick, NJ:

DMRSCI Question 5) Would the bid due date be changed? **NJ TRANSIT RESPONSE:** <u>No. There are no date changes at this time.</u>

Question No. 1, Set 3, Dated May 30, 2017 are from Peter N. Egan ,Vice President Estimating & Purchasing HALL CONSTRUCTION CO., INC.(HCCI), Farmingdale, NJ

HCCI Question No.1) Due to the specialized work required for this project including limited trade scopes available to subcontract, we feel the 21% DBE goal is unattainable. We respectfully request NJ Transit reconsider the participation goal level for this contract. NJ TRANSIT RESPONSE: Response to Follow from Office of Business Development(OBD).

Question 1, Set 11, dated May 31, 2017 is from Antonio Restrepo, DMR Construction Services, Inc.(DMRSCI), Waldwick, NJ:

DMRSCI Question 1) DMR Construction Services, Inc. hereby requests a walk-through of this project site for the purpose of familiarizing ourselves with the existing conditions. Please schedule it at your earliest convenience and advise. NJ TRANSIT RESPONSE: Request denied. DMRSCI attended site tour and walk-though after the pre-bid meeting.

Questions Nos. 1-4, Set 40, dated June 2, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RFI No RCC40

RCCI Question No. 1. Second Request (from RFI No RCC003): Drawing ARC-34 at the center of the sheet shows a "STOP LOG SCHEDULE."

The schedule shows "SL1", SL2, SL3. On the right-hand side of the same drawing shows a "DECAL SCHEDULE." The decal schedule calls for decals for "SL4" and "SL5." Where can we find "SL4" and "SL5."? NJ TRANSIT RESPONSE: As directed in Addendum 3, omit existing door numbers 78, 79, 80 & 81 and their associated decals from the Decal Schedule. The associated gates SL4 and SL5 are also omitted.

RCCI Question No. 2. Our original question from RFI No RCC003 "Drawing ARC-34 at the center of the sheet shows a "STOP LOG SCHEDULE."

The schedule shows "SL1", SL2, SL3. On the right-hand side of the same drawing shows a "DECAL SCHEDULE." The decal schedule calls for decals for "SL4" and "SL5." Where can we find "SL4" and "SL5?" was answered as

NJ TRANSIT Response: Omit Existing Door Numbers 78, 79, 80, & 81 and their associated decals from the Decal Schedule. Addendum No 10 reissued Drawing ARC-34 shows that Doors Numbers 78, 79, 80, 81 have been deleted from the DECAL SCHEDULE. However, Addendum No 10 reissued Drawing ARC-34 also shows Doors Numbers 82 and 83 deleted from the DECAL SCHEDULE. If this deletion of Doors Numbers 82 and 83 is intentional then the count in the STOP LOG SCHEDULE for STOP LOG NO. SL2 of (6) should be corrected to (5). And the count in the SWING GATE SCHEDULE for GATE TYPE H1 of (3) should be corrected to (4). Is the deletion of DOORS NUMBERS 82 and 83 intentional? NJ TRANSIT RESPONSE: Yes, deletion of doors 82 and 83 from the Decal Schedule is intentional.

RCCI Question No. 3. Addendum No 3, on page 9 of 14 answered a question with **NJ Transit Response: Omit Sluice Gates Type 17 and 18 from the Sluice Gate Schedule, they are not used.** However, Addendum No 10 reissued Drawing ARC-34 at the SLUICE GATE SCHEDULE shows Sluice Gates 17 and 18 remaining on the list. If they are not used, is there a reason that they are not deleted from the list? **NJ TRANSIT RESPONSE:** Omit Sluice Gate Types 17 and 18 from the Sluice Gate Schedule. They are NOT USED.

RCCI Question No. 4. Addendum No 10 reissued Drawing ARC-27 at Detail 1/ARC-27, Detail 2/ARC-27 and Detail 3/ARC-27 each shows a new note saying "REPLACE DAMAGED MULLIONS PRIOR TO INSTALLATION OF METAL WALL PANELS." What type of "damage" would qualify for replacement? How much/many of the mullions are damaged? What repair method would you expect to be used? Please advise clear, concise, and quantified damage and repair. Perhaps these repairs could be paid under the ITEM 30 ALLOWANCE SUPPLEMENTAL CONSTRUCTION COSTS. NJ TRANSIT RESPONSE: It would be prudent to assume that all mullions around the metal infill panels will need to be replaced. The mullion type will depend on the manufacturer selected in accordance with Section 07421 of the Technical Provisions.

Questions Nos 1-2, Set 41, Dated June 5, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

Addendum No 5, p17 contains this Question and Answer:

Question 1, Set 26, dated April 21, 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question No. 1) RFI No RCC26

Spec SECTION 02486 YARD GRADE CROSSINGS at 1.01, A. says "Furnish and install yard grade crossing systems consisting of full depth rubber panels." We cannot find any locations shown on the drawings in their present form for grade crossings. Please advise how many and where are thegrade crossings. NJ TRANSIT RESPONSE: Refer to drawings CS-05 and DS-STR-04

Please expand on the answer and provide additional details. **NJT Response:** The full-depth rubber grade crossing systems shall be constructed across Track 14, as shown on drawing DS-STR-04.

RCCI Question No. 1.) Dwg CS-05 contains a legend which shows a cross-hatching symbol and the note "CROSS HATCH PATTERN DENOTES THE MINIMUM LIMITS OF THE NEW YARD PAVEMENT REQUIRED." There is no indication on Dwg CS-05 of requirement for HiRail Crossing Panels. Does your answer mean to say that all New Yard Pavement which crosses tracks shall include HiRail Crossing Panels, Gauge and Field? NJ TRANSIT RESPONSE: Provide the rubber flange guards for all tracks in the cross-hatched pavement replacement areas shown on drawing CS-05.

RCCI Question No. 2. Dwg DS-STR-04 makes reference to "HI RAIL CROSSING" in several places where it would cross over the 1'-0" long concrete grade beams associated with the Swing Gates H5 & H9. As we previously mentioned the FULL DEPTH RUBBER CROSSING panels are 3' (3 feet) in length.

Your response in Add No. 10, page 4, said "HiRail Panels shall not be cut." So that seems to mean that we would install 3' length of HiRail panels (1 Gauge Panels and 2 Field Panels at each Swing Gate). The 3' long panels would straddle the 1' long grade beam with 1 foot before and 1foot after the grade beam. Is this what you had in mind? NJ TRANSIT RESPONSE: The grade crossing panels must be furnished and installed in accordance with the manufacturer's recommendations and approved shop drawings.

Question 1, Set 13, dated June 6, 2017 is from Antonio Restrepo, DMR Construction Services, Inc.(DMRSCI), Waldwick, NJ:

RFI Set # 13

DMRSCI Question No. 1.) Please indicate which tracks within the contract limits are energized and by what means (via overhead catenary, third rail, etc.) That's important to plan and price out the additional labor cost to work around those areas. NJ TRANSIT RESPONSE: <u>All tracks within the contract limits of this I.F.B are energized by an overhead catenary system.</u>

This concludes Addendum No 13. Bidders must acknowledge receipt of this addendum on the acknowledgment of receipt of addendum with your e-bid submission.

Sincerely,

Robert Delitto

Managing Contract Specialist

Robert Delitto

Contracts/Division of Procurement E mail: RDELITTO@NJTRANSIT.COMFax(973)491-7597

CC: W. Schenkel/W. Wong/J. Barricella-HNTB/F.Grigni-JEG/J-Rush-Gilbert/J. ladanza/Bid Desk/IFB File

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Richard T. Hammer, Commissioner
Steven H. Santoro, Executive Director



June 5, 2017

RE: INVITATION FOR BID NO.17-006X Construction of Permanent Site Flood Protection Measures to Protect NJTRANSIT'S Meadows Maintenance Complex (MMC) and Rail Operations Center (ROC), Kearny, NJ Addendum No.12

To whom it may concern:

The following constitutes Addendum No. 12 and must be acknowledged by each Bidder acknowledging receipt of addendum with your e-bid submission. Failure to do so may render a bid as non-responsive.

ITEM#I: Incorporate the following question/request for information along with NJ Transit's responses (underlined):

Questions 1-2, Set 2, dated May 4, 2017 are from Jeffrey P. Michelini, Program Manager, IEW Construction Group, Inc. (IEWCG), Hamilton, NJ:

IEWCG Question 1) I want to bring your attention to the DBE goal for the project that has been set at 21%. The project rating was published at 10-15 million. This scope of work for this project has very high percentage of specialty flood door work that must be contracted to vendors specified on the contract bidding documents. None of these specified suppliers/installers are DBE firms. We respectfully request that NJ Transit exclude the Specialty items of work from the DBE goal calculation for this project. At this time we do not believe the goals are achievable based on the current subcontracting opportunities that this project provides. NJ TRANSIT RESPONSE: Request sent to OBD-NJ TRANSIT response to follow via Addendum.

IEWCG Question 2) Additionally, we would like to bring your attention to our initial calculation that we have valued this project well over the 10-15 million project. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

Questions 1-3, Set 4, dated May 26, 2017 is from Bruce Junge, Senior Estimator, Northeast Remsco Construction, Inc.(NRCI).

We are writing to respectfully request clarification to the following questions regarding the subject project for bid and specifically Addendum #8 and #10 which was received May 9, 2017 and May 25, 2017 respectively:

NRCI Question 1.) Please reference Addendum #8, Page 11 of 12 RCCI Question #2 Set 34 in where the NJ Transit response incorrectly references ARC-02 as the location of the ramp. Please confirm the response should reference ARC-16. NJ TRANSIT RESPONSE The same ramp is shown on both sheets, on either side of the match line.

NRCI Question 2.) Please reference Addendum #10, Revised Drawing ARC-D06 and ARC-12 in where it appears NJ Transit has revised the drawings to indicate removing and replacing the Existing Metal Wall Panels with new panels in lieu of Removing, Salvaging and Reinstalling the Metal Wall Panels. Inasmuch as the subject Addendum makes no reference to the reasoning behind this change we are requesting NJ Transit confirm this material change to the Metal Wall Panel scope. NJ TRANSIT RESPONSE: Confirmed.

NRCI Question 3.) Please reference Addendum #10, Revised Drawing ARC-24 in where NJ Transit has revised the drawing to indicate the compressor in Building 14 "shall" be raised in lieu of "may" be raised. However, NJ Transit has provided no reasoning behind this change nor any details regarding the method of raising the compressor, the access into Building 14, the size of the compressor and whether or not the compressor would need to be rewired. Please provide all pertinent information for this work. NJ TRANSIT RESPONSE: Refer to Addendum 11, Page 4, response to RCCI Question 3. "THE COMPRESSOR IS SHOWN IN THE ATTACHED PHOTO. SCOPE OF WORK IS TO CHECK ELEVATION OF THE BOTTOM OF THE CONTROL PANEL, AND RAISE THE PANEL AS NECESSARY SO THAT THE PANEL BOTTOM IS ABOVE THE 12.75' FLOOD ELEVATION. IT IS ANTICIPATED THAT THE RISE WILL BE LESS THAN 12". NOTE THAT THE PANEL MAY BE RAISED, OR RELOCATED ONTO THE WALL, OR THE ENTIRE COMPRESSOR UNIT AND PANEL MAY BE RAISED, AT BIDDER/CONTRACTOR'S OPTION."



Questions 1-7, Set 10, dated May 30, 2017 are from Antonio Restrepo, DMR Construction Services, Inc.(DMRSCI), Waldwick, NJ:

DMRSCI Question 1) Flood wall type 3A: Dimension of wall type #A differs at each side of the matchlines; Dwg ARC-02 shows 35'-3" while Dwg ARC-16 shows 37'-2" for the same wall. Same situation between ARC-02 and ARC-04 which show 150'-0" and 153'-7" respectively for same wall. NJ TRANSIT RESPONSE: Refer to revised drawing ARC-02, issued in Addendum 8, for the correct dimensions. Dimensions shall be verified in the field.

DMRSCI Question 2) ·Additional info regarding finished grade elevations would be required to accurately calculate the flood wall heights. Please provide. NJ TRANSIT RESPONSE: <u>Finished grades must match the existing grades. The Contractor shall set the top of wall elevations to conform to the existing sidewalk grade. There is sufficient information on the plans for the bidders to develop pricing and for the Contractor to construct the walls.</u>

DMRSCI Question 3) Our signage vendor is requesting mounting details. Please provide. **NJ TRANSIT RESPONSE:** : Sign mounting details will be as per the sign manufacturer's approved shop drawings.

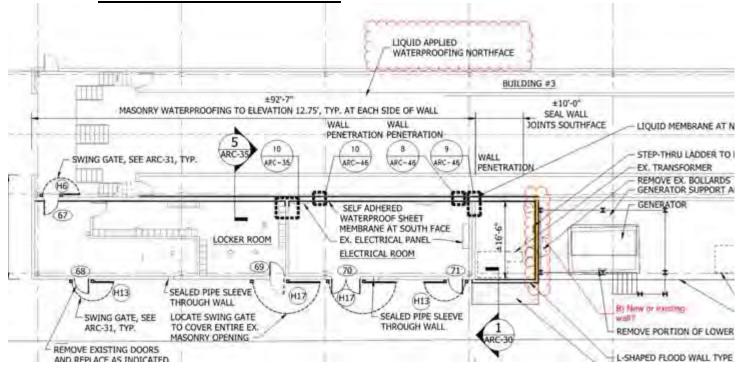
DMRSCI Question 4) Several questions on Addendum # 10 remain unanswered and their response is announced to follow in a new Addendum. When would this new addendum be expected? **NJ TRANSIT RESPONSE: Refer to Addendum 11 for responses.**

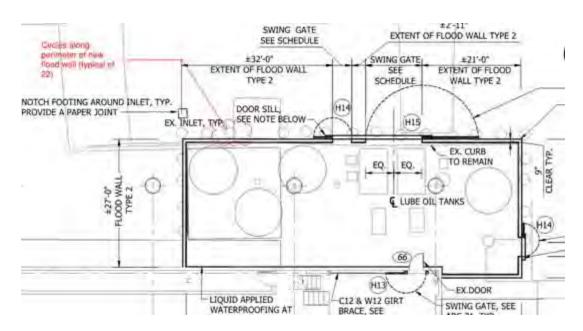
DMRSCI Question 5) Would the bid due date be changed? **NJ TRANSIT RESPONSE**: <u>Response</u> <u>to Follow</u>

DMRSCI Question 6) · Addendum Drawings issued with Addendum # 10 show the contract # in the title block to be 13-006B NJ TRANSIT RESPONSE: Change the contract number to 17-006X

DMRSCI Question 7) Dwg ARC-18"

- What material is the wall surface that will receive liquid applied waterproofing? NJ TRANSIT RESPONSE: Refer to detail 5/ARC-35.
- Is the highlighted wall existing or new? (See below): NJ TRANSIT RESPONSE: Response to Follow: New.
- o What do the circles along the flood wall around the fueling station represent? Are they bollards? (See further below) NJ TRANSIT RESPONSE: Yes, they are existing bollards that are to be removed.





Questions Nos. 1-10, Set 3, Dated May 30, 2017 are from Peter N. Egan ,Vice President Estimating & Purchasing HALL CONSTRUCTION CO., INC.(HCCI), Farmingdale, NJ

HCCI Question No.1) Due to the specialized work required for this project including limited trade scopes available to subcontract, we feel the 21% DBE goal is unattainable. We respectfully request NJ Transit reconsider the participation goal level for this contract. NJ TRANSIT RESPONSE:

Response to Follow from Office of Business Development(OBD).

HCCI Question No.2) Sluice Gate Schedule Drawing ARC-34 references jamb details (4&5/ARC-31). These two details depict the sill conditions for the swing doors. Please provide the correct jamb details for the sluice gates. NJ TRANSIT RESPONSE:: In the Sluice Gate Schedule on ARC-34, change "4&5/ARC-31" to "4&5/ARC-33".

HCCI Question No.3) Sluice Gate Schedule Drawing ARC-34 defines the height of all sluice gate panels as 6'-8". However, the gate panels scale to different sizes throughout the Drawings; Drawing ARC-12 shows the gate panels as 4'-0" in height, and DS-STR-06 shows the gate panels as 5'-0" in height. Please confirm all gate panels shall be 6'-8" in height as reflected on the Sluice Gate Schedule. NJ TRANSIT RESPONSE: Heights of the sluice gate panels will vary. The top of panel elevation will always be 12.75. The bottom of panel elevation will vary.

HCCI Question No.4) Detail 2/DS-STR-04 shows a Removable Steel Column for the swing gates to be installed in a pocket below grade, with a removable floor plate to cover the opening when not in use. Detail 3/ARC-32 shows the same Removable Column to be fastened to a base plate and anchored directly to the concrete surface at grade, with no column pocket or floor plate. Please advise which is correct. NJ TRANSIT RESPONSE: <u>Detail 2/DS-STR-04 is correct; the column must be removable.</u>

HCCI Question No.5) Partial Plan Buildings 4 & 2 West Side Alley Drawing DS-STR-04 shows a 12"x12" Door Tie Back Column and Jack Column for each swing gate. Please clarify the type of material for these columns and provide details of same. NJ TRANSIT RESPONSE: The back

column and jack column are to be reinforced concrete. Details shall be designed by the Contractor according to the recommendations of the swing gate manufacturer.

HCCI Question No.6) Per Addendum #8, bidders were directed to use Detail 6/DS-STR-06 Type 1 connection for all Sluice Gate Frames unless otherwise noted on Drawings DS-STR-07 and DS-STR-08. Details 4 and 6/ARC-33 show the HSS support post bolted through the precast panel but according to DS-STR-06 all type 1 connections are shown at an elevation above the precast panel. Please confirm we are to follow the connection details shown on drawings DS-STR-06, 07 and 08. **NJ TRANSIT RESPONSE: Confirmed.**

HCCI Question No.7) Drawing UTL-04 shows an existing underground storm line running beneath and across the proposed flood wall footing from column line 9 to the right of column line 13; similar conditions occur with other existing utilities under various areas of the proposed flood wall areas. Without known elevations and exact locations of these existing utilities, it is possible these utilities will fall within and be encased by the concrete footings; please advise how to proceed. NJ TRANSIT RESPONSE: Available rim and invert elevations are shown on the plans. The exact locations and elevations of all utilities shall be determined by the Contractor as specified in Section 4.7 of the General Provisions.

HCCI Question No.8) Drawings ARC-02, ARC-04 and ARC-16 depict varying widths of exposed sidewalk for wall types 1 and 3A, which do not match the width of sidewalk shown on the Wall Type 1/3A detail on STR-02. Please advise. NJ TRANSIT RESPONSE: Wall Types 1 and 3A shall be constructed as shown on drawing DS-STR-02. Wall Type 3 is deleted from the project.

HCCI Question No.9) Drawing ARC-04 shows existing curb and landscaped areas adjacent to the new flood walls as existing to remain. These items will be undermined by the new flood walls; please confirm these items are to be removed and replaced. NJ TRANSIT RESPONSE: The limits of curb and sidewalk removal are shown on drawing ARC-D02.

HCCI Question No.10) We are in receipt of Addendum #7, RCCI Question No. 6 Response; it directs the bidders to refer to Drawings ARC-43 through ARC-46, and determine the required quantity of oversized pipe seals based on the site photos. We have reviewed the photos, but the penetrations requiring oversized pipe seals are not identified; the size of the gap at each penetration cannot be determined from the photos. Please identify the location/quantity of oversized pipe seals that are required. NJ TRANSIT RESPONSE: The annular space around the wall penetrations shall be filled with sealant as shown in section 6/ARC-35. If the annular space is greater than ½", then the annular space shall be filled with a mechanical pipe penetration seal as shown in section 7/ARC-35, as manufactured by LinkSeal or approved equal. It is anticipated that there will be less than ten of these oversize penetrations.

Question 1, Set 11, dated May 31, 2017 is from Antonio Restrepo, DMR Construction Services, Inc.(DMRSCI), Waldwick, NJ:

DMRSCI Question 1) DMR Construction Services, Inc. hereby requests a walk-through of this project site for the purpose of familiarizing ourselves with the existing conditions. Please schedule it at your earliest convenience and advise. NJ TRANSIT RESPONSE: Response to Follow

Questions 1-3, Set 12, Dated May 31, 2017 are from Antonio Restrepo, DMR Construction Services, Inc.(DMRSCI), Waldwick, NJ:

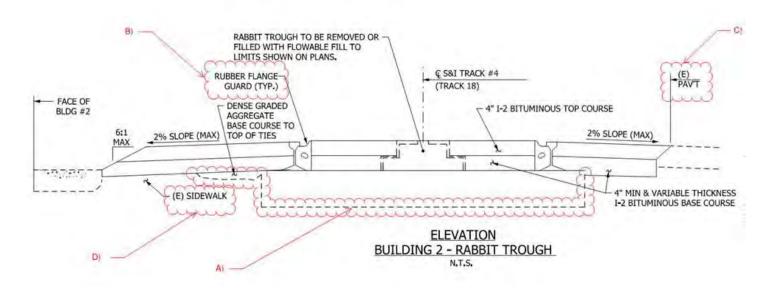
DMRSCI Question 1.) Spec Section 02465 - Drilled Shaft Foundations: There is no info regarding the depth of the drilled shafts on the structural drawings. The provided soils report provides environmental info and does not contain information that could indicate the bearing capacity of the soil, on which the depth of the shafts could be assumed. For the purpose of this bid, can a fixed depth of 3 or 4 ft be determined, to provide a level field for all bidders to base their bids on. . . NJ TRANSIT RESPONSE The Industrial Waste #2 platform drilled shafts shall be five feet deep as shown on drawing DS-STR-12. All other drilled shafts shall be three feet deep as shown in section 19/STR-013 on drawing DS-STR-13.

DMRSCI Question 2.) Item 080 of the Bid Form, Maintenance and Protection of traffic: Although paragraph 1.06 A of Spec Section 02315 provides a general description, there are not specifications as to the location, spacing, type, quantities and duration of the traffic protection measures that would be required on the project. Please provide. . NJ TRANSIT RESPONSE This bid item is for all walkways specified in Special Provisions Article SP 14.

DMRSCI Question 3.) Rabbit trough elevation, drawing CS-05 (see below):

- a. What does the dotted line represent NJ TRANSIT RESPONSE Existing cross-tie.
- b. The rubber flange guard depicted does not seem to be the same specified in section 02486. Instead, it appears to be HiRail RS Rail Seal. NJ TRANSIT RESPONSE:

 Correct. RS Rail Seal or approved equal is used at the rabbit trough. The full depth rubber grade crossing or approved equal is used at the flood gates across Track 14 (see drawing DS-STR-04).
- c. What's the extent of the existing pavement to be removed? The elevation is NTS NJ TRANSIT RESPONSE: <u>The cross-hatched areas on CS-05 depict the existing paving to be removed and replaced.</u>
- d. Is the existing sidewalk to be removed? Or asphalt to be placed over sidewalk? **NJ TRANSIT RESPONSE:** Remove existing sidewalk as necessary to construct the new pavement as shown.
- e. Is the extent of this work depicted on this elevation limited to the 155 ft of the car mover trough removal as shown on drawing ARC-D4? **NJ TRANSIT RESPONSE:**And also as shown on ARC-D05.
- f. Does this detail/elevation also apply to Pavement at Building 2 partial plan next to it on same drawing? **NJ TRANSIT RESPONSE**: <u>Yes.</u>



Questions Nos. 1-4, Set 40, dated June 2, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RFI No RCC40

RCCI Question No. 1. Second Request (from RFI No RCC003): Drawing ARC-34 at the center of the sheet shows a "STOP LOG SCHEDULE."

The schedule shows "SL1", SL2, SL3. On the right-hand side of the same drawing shows a "DECAL SCHEDULE." The decal schedule calls for decals for "SL4" and "SL5." Where can we find "SL4" and "SL5."? **NJ TRANSIT RESPONSE**: <u>Response to Follow.</u>

RCCI Question No. 2. Our original question from RFI No RCC003 "Drawing ARC-34 at the center of the sheet shows a "STOP LOG SCHEDULE."

The schedule shows "SL1", SL2, SL3. On the right-hand side of the same drawing shows a "DECAL SCHEDULE." The decal schedule calls for decals for "SL4" and "SL5." Where can we find "SL4" and "SL5?" was answered as

NJ TRANSIT Response: Omit Existing Door Numbers 78, 79, 80, & 81 and their associated decals from the Decal Schedule. Addendum No 10 reissued Drawing ARC-34 shows that Doors Numbers 78, 79, 80, 81 have been deleted from the DECAL SCHEDULE. However, Addendum No 10 reissued Drawing ARC-34 also shows Doors Numbers 82 and 83 deleted from the DECAL SCHEDULE. If this deletion of Doors Numbers 82 and 83 is intentional then the count in the STOP LOG SCHEDULE for STOP LOG NO. SL2 of (6) should be corrected to (5). And the count in the SWING GATE SCHEDULE for GATE TYPE H1 of (3) should be corrected to (4). Is the deletion of DOORS NUMBERS 82 and 83 intentional? NJ TRANSIT RESPONSE: Response to Follow.

RCCI Question No. 3. Addendum No 3, on page 9 of 14 answered a question with **NJ Transit Response: Omit Sluice Gates Type 17 and 18 from the Sluice Gate Schedule, they are not used.** However, Addendum No 10 reissued Drawing ARC-34 at the SLUICE GATE SCHEDULE shows Sluice Gates 17 and 18 remaining on the list. If they are not used, is there a reason that they are not deleted from the list? **NJ TRANSIT RESPONSE:** <u>Response to Follow.</u>

RCCI Question No. 4. Addendum No 10 reissued Drawing ARC-27 at Detail 1/ARC-27, Detail 2/ARC-27 and Detail 3/ARC-27 each shows a new note saying "REPLACE DAMAGED MULLIONS PRIOR TO INSTALLATION OF METAL WALL PANELS." What type of "damage" would qualify for replacement? How much/many of the mullions are damaged? What repair method would you expect to be used? Please advise clear, concise, and quantified damage and repair. Perhaps these repairs could be paid under the ITEM 30 ALLOWANCE SUPPLEMENTAL CONSTRUCTION COSTS. **NJ TRANSIT RESPONSE: Response to Follow.**

Questions Nos 1-2, Set 41, Dated June 5, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

Addendum No 5, p17 contains this Question and Answer:

Question 1, Set 26, dated April 21, 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question No. 1) RFI No RCC26

Spec SECTION 02486 YARD GRADE CROSSINGS at 1.01, A. says "Furnish and install yard grade crossing systems consisting of full depth rubber panels." We cannot find any locations shown on the drawings in their present form for grade crossings. Please advise how many and where are thegrade crossings. NJ TRANSIT RESPONSE: Refer to drawings CS-05 and DS-STR-04

Please expand on the answer and provide additional details.

RCCI Question No. 1.) Dwg CS-05 contains a legend which shows a cross-hatching symbol and the note "CROSS HATCH PATTERN DENOTES THE MINIMUM LIMITS OF THE NEW YARD PAVEMENT REQUIRED." There is no indication on Dwg CS-05 of requirement for HiRail Crossing Panels. Does your answer mean to say that all New Yard Pavement which crosses tracks shall include HiRail Crossing Panels, Gauge and Field? **NJ TRANSIT RESPONSE:** <u>Response to</u> <u>Follow.</u>

RCCI Question No. 2. Dwg DS-STR-04 makes reference to "HI RAIL CROSSING" in several places where it would cross over the 1'-0" long concrete grade beams associated with the Swing Gates H5 & H9. As we previously mentioned the FULL DEPTH RUBBER CROSSING panels are 3' (3 feet) in length.

Your response in Add No. 10, page 4, said "HiRail Panels shall not be cut." So that seems to mean that we would install 3' length of HiRail panels (1 Gauge Panels and 2 Field Panels at each Swing Gate). The 3' long panels would straddle the 1' long grade beam with 1 foot before and 1foot after the grade beam. Is this what you had in mind? NJ TRANSIT RESPONSE: Response to Follow.

This concludes Addendum No 12. Bidders must acknowledge receipt of this addendum on the acknowledgment of receipt of addendum with your e-bid submission.

Sincerely,

Robert Delitto

Managing Contract Specialist

Robert Delitto

Contracts/Division of Procurement E mail: RDELITTO@NJTRANSIT.COMFax(973)491-7597

CC: W. Schenkel/W. Wong/J. Barricella-HNTB/F.Grigni-JEG/J-Rush-Gilbert/J. ladanza/Bid Desk/IFB File

Chris Christie, Governor Kim Guadagno, Lieutenant Governor Richard T. Hammer, Commissioner Steven H. Santoro, Executive Director



May 31, 2017

RE: INVITATION FOR BID NO.17-006X Construction of Permanent Site Flood Protection Measures to Protect NJTRANSIT'S Meadows Maintenance Complex (MMC) and Rail Operations Center (ROC), Kearny, NJ Addendum No.11

To whom it may concern:

The following constitutes Addendum No. 11 and must be acknowledged by each Bidder acknowledging receipt of addendum with your e-bid submission. Failure to do so may render a bid as non-responsive.

ITEM#I: Incorporate the following question/request for information along with NJ Transit's responses (underlined):

Questions 1-3, Set 2, dated March 27. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-03 shows SECTION 3/ARC-30. Referring to Drawing ARC-30; SECTION 3 shows the "GLASS WALL" on top of the concrete wall. A detail for the GLASS WALL is identified as 2/ARC-39. Referring to Drawing ARC-39; DETAIL 2 shows the GLASS WALL 2'-0" high above the top of the concrete wall. The glass is held in an aluminum frame Please describe how the aluminum frame is to be fabricated to hold the components together. Please describe the anchors required to anchor the frame to the concrete wall? ? NJ TRANSIT Response: The design details depend on the manufacturer. Refer to Technical Provisions Section 08815.

RCCI Question 2) Now, going back to 3/ARC-30. There appears a note "SEE STRUCTURAL DRAWINGS FOR DETAILS, TYP." Searching the structural drawings we find on Drawing DS-STR-02 top left corner "LWALL" – TYPE 1 (SHOWN) TYPE 3 & 3A (SIMILAR)." At the top of this detail is shown a dimension line from EL. 12.75 at the top of the wall to EL. 10.75 two feet below the top of wall. A note on the dimension line says "SEE PLAN AND 'GLASS TOP ALTERNATE' FOR TYPE 3 AND 3A WALLS." So, just to the left of this detail is shown the "GLASS TOP ALTERNATE FOR TYPE 3, 3A AND 4 WALLS." This detail shows the GLASS and the ALUMINUM FRAME. The detail further describes a BLOCKOUT the size as of the manufacturers recommendation. So it appears that the aluminum frame has the 'posts' embedded in the top of the wall. However this BLOCKOUT or recess is not shown on ARC-39.

A. Is the GLASS WALL truly ALTERNATE? ? NJ TRANSIT Response: The Glass Top wall is not a cost/bid alternate. Locations for the glass top walls are indicated on the architectural plans and elevations and indicated by the wall types.

- B. If so, who determines which Alternate on which to bid ? NJ TRANSIT Response: This is not a bid alternate and should be bid based on the totals of each wall type shown on the drawings.
- C. What is the correct anchoring method. ? NJ TRANSIT Response: Refer to the response to Question 1 regarding the Glass Wall design requirements.

RCCI Question 3) Is the ALTERNATE applicable to all Type 3, 3A, and 4 walls? ? NJ TRANSIT Response: Wall Type 4 was deleted from the project.

Questions 1-2, Set 7, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE 1/4" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. NJ TRANSIT Response:

Refer to PRESSURE CHART @ LOADING DOCK detail on drawing DS-STR-08. This is a duplicate of RCCI set 6 issued in Addendum 10.

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. NJ TRANSIT Response: Refer to drawings ARC-10 & ARC-11 (Bldg. 2, south wall) and ARC-18 (Bldg. 3, south of lube oil tanks). This is a duplicate of RCCI set 6 issued in Addendum 10. The revised Drawings were issued with Addendum 10.

Question 1, Set 14 dated March 31. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1). Drawing DS-STR-16 shows "1'-0" DRILLED SHAFTS and "2'-0" DRILLED SHAFTS" at various locations. At top center of drawing says "NOTE: SEE DRAWING DS-STR-05 FOR DETAILS NOT SHOWN HERE." Referring to DR-STR-05 upper right corner "SECTION 23/STR-05" shows rebar info for 18" DIA SHAFT and for 12" DIA SHAFT. There is no info shown for "24" DIA SHAFT." Is the 18" dia. shaft info intended to be 24" dia. shaft info? Please advise. NJ TRANSIT Response: The drilled shaft shown on DS-STR-16 should be 18" diameter, NOT 24" diameter.

Questions 1-4 Set 21, dated April 6, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-D06 indicates a section cut through the wall 1/ARC-D10. Referring to 1/ARC-D10 it shows Removal of the EIFS from the First Reveal down to the CMU Substrate. Drawing ARC-11 shows that the replacement of this EIFS will be with "CORRUGATED METAL PANEL" installed after Waterproofing of the CMU. Drawing ARC-11 also shows a section cut through the wall 1/ARC-35. This Section 1/ARC-35 shows the replacement panel as "CORRUGATED METAL PANEL, TYP.". On the same drawing Sections 2, 3, and 4/ARC-35 show the replacement panel as "1½" METAL PANEL, TYP". At 1½" thick, it could be assumed that the panels will be "insulated" metal panels. Would that be a correct assumption? NJ TRANSIT RESPONSE: Refer to Revised Section 07410 along with revised drawing ARC-35, as issued in addendum 10.

RCCI Question 2). The Section 4/ARC-35 is labeled as "SILL DETAIL" and it shows the WATERPROOFING MEMBRANE "continuing below grade by 6" and covered with "5/16" FIBER CEMENT PROTECTIVE BOARD". The South wall of the building seems to have Field Ballast" adjacent, so removal and replacement of the ballast is not an issue. However on the West and East walls there seems to be a sturdy concrete slab adjacent to the wall. Is it your intention to chop up the concrete slab in order to install the "underground" waterproofing? NJ TRANSIT RESPONSE: The waterproofing shall be installed below existing grade only in the existing ballasted locations. In the concrete area, the waterproofing shall extend down to the existing grade. The concrete shall not be removed.

RCCI Question 3) Drawing DS-STR-01 at GENERAL NOTE 2. B. d. says "STRUCTURAL STEEL...SHALL BE HOT DIP GALVANIZED..." Drawing ARC-11 lower right corner has a callout "GIRT TYPICAL BETWEEN ALL COLUMNS ON T (13 LOCATIONS) SEE SECTION 13 DS-STR-10. These girts and connections are all interior; is galvanizing required for indoor steel? NJ TRANSIT RESPONSE: Interior steel sections shall be painted only, no galvanizing. Exterior steel sections shall be galvanized only, not painted. Connecting pieces that penetrate building exterior walls shall be galvanized, not painted. All bolts shall be galvanized, except for fully interior bolts.

RCCI Question 4) SECTION 12 DS-STR-10 shows 2 new interior columns for the Sluice Gates at Door 29 and Door 34 (TRACK 18, Wheel True). Is galvanizing required for this interior steel? **NJ TRANSIT RESPONSE:** <u>See response to Question 3 above.</u>

Questions 1-2, Set 2, dated May 4, 2017 are from Jeffrey P. Michelini, Program Manager, IEW Construction Group, Inc. (IEWCG), Hamilton, NJ:

IEWCG Question 1) I want to bring your attention to the DBE goal for the project that has been set at 21%. The project rating was published at 10-15 million. This scope of work for this project has very high percentage of specialty flood door work that must be contracted to vendors specified on the contract bidding documents. None of these specified suppliers/installers are DBE firms. We respectfully request that NJ Transit exclude the Specialty items of work from the DBE goal calculation for this project. At this time we do not believe the goals are achievable based on the current subcontracting opportunities that this project provides. NJ TRANSIT RESPONSE: Request sent to OBD-NJ TRANSIT response to follow via Addendum.

IEWCG Question 2) Additionally, we would like to bring your attention to our initial calculation that we have valued this project well over the 10-15 million project. **NJ TRANSIT RESPONSE:**<u>Response to follow via Addendum.</u>

Questions 1-3, Set 38, dated May 22, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ: RFI No RCC38

RCCI Question No. 1) Addendum No. 5, page 7, NRCI Question 14) asks ..."Please accurately locate the Water Treatment Platform on the Architectural including but not limited to, the existing ground floor conditions and of what material is the surface comprised..." NJ Transit Response: Refer to drawing PL-ELE-16 for location of the platform. Existing floor surface is shown as

concrete." In our previous RFI No RCC36 we explained that the "Water Treatment Platform" does not show on PL-ELE-16. So we looked and looked. While looking for the "Water Treatment Platform" we found Drawing DS-STR-14 titled "IW #2 PLATFORM". This drawing shows a platform labeled as "INDUSTRIAL WASTE NO. 2 PLATFORM". Does this mean "INDUSTRIAL WASTE WATER NO. 2 PLATFORM"? NJ TRANSIT RESPONSE: THE PLATFORM LOCATIONS AND DETAILS ARE SHOWN AS FOLLOWS:

BUILDING #3 GENERATOR: DS-STR-11 & PL-ELE-18 INDUSTRIAL WASTE #2: DS-STR-12 & PL-ELE-09 WATER TREATMENT: DS-STR-13 & PL-ELE-27

BUILDING #8: DS-STR-13 & PL-ELE-16

RCCI Question No. 2.) Drawing ARC-18 upper left side at the extreme top note says "MASONRY WATERPROOFING TO ELEV 12.75', TYPICAL AT EACH SIDE OF WALL". There is a SECTION 5/ARC-35 drawn thru the wall. Section 5/ARC-35 shows the waterproofing extending up the wall to a distance of 8"; well short of EL. 12.75', if we assume the 12.75' governs, would we be correct? **NJ TRANSIT RESPONSE**: Refer to Revised drawing ARC-18, as issued in addendum 10.

RCCI Question No. 3.) Drawing ARC-24 shows the "BLDG. NO. 14 TRAIN WASH PLAN". At the center of this plan is shown a callout "SMALL HOR. AIR TANK. ENTIRE COMPRESSOR MAY BE LIFTED TO RAISE ELECTRICAL CONTROL PANEL ABOVE 12.75". "We cannot find any further information on raising this Compressor and Tank. We might be able to come up with a scheme if you could send a few representative color photographs. Or could you please provide a detail? NJ TRANSIT RESPONSE: THE COMPRESSOR IS SHOWN IN THE ATTACHED PHOTO. SCOPE OF WORK IS TO CHECK ELEVATION OF THE BOTTOM OF THE CONTROL PANEL, AND RAISE THE PANEL AS NECESSARY SO THAT THE PANEL BOTTOM IS ABOVE THE 12.75' FLOOD ELEVATION. IT IS ANTICIPATED THAT THE RISE WILL BE LESS THAN 12". NOTE THAT THE PANEL MAY BE RAISED, OR RELOCATED ONTO THE WALL, OR THE ENTIRE COMPRESSOR UNIT AND PANEL MAY BE RAISED, AT BIDDER/CONTRACTOR'S OPTION.



Question 1, Set 39, dated May 22, 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ: RFI No RCC39

RCCI Question No. 1) Addendum No 5, Page 6 contains NRCI Question 6.)

Please reference Special Provisions Section SP8 Intermediate Milestone #1 in where the work required for the Waste Treatment Plant and the Fuel Shed must be completed in 250 Days. Please reference all specific locations, details and drawings that depict the work required for the Milestone. The references of Waste Treatment and Fuel Shed are not clearly depicted on the drawings. **NJ**

TRANSIT RESPONSE: All work at the Fuel Pad, near Building 3, and at the

Waste Water Treatment Plant, west of Building 1, shall be completed by Intermediate Milestone 1 as specified in the Special Provisions.?

Drawing UTL-18, lower left shows a "FUEL PAD" and another "FUEL PAD" is shown on the upper right. Which of these FUEL PADS are applicable to Milestone 1?

NJ TRANSIT RESPONSE: Both Fuel Pads are included

Questions 1-3, Set 4, dated May 26, 2017 is from Bruce Junge, Senior Estimator, Northeast Remsco Construction, Inc.(NRCI),

We are writing to respectfully request clarification to the following questions regarding the subject project for bid and specifically Addendum #8 and #10 which was received May 9, 2017 and May 25, 2017 respectively:

NRCI Question 1.) Please reference Addendum #8, Page 11 of 12 RCCI Question #2 Set 34 in where the NJ Transit response incorrectly references ARC-02 as the location of the ramp. Please confirm the response should reference ARC-16. NJ TRANSIT RESPONSE <u>Response to Follow.</u>

NRCI Question 2.) Please reference Addendum #10, Revised Drawing ARC-D06 and ARC-12 in where it appears NJ Transit has revised the drawings to indicate removing and replacing the Existing Metal Wall Panels with new panels in lieu of Removing, Salvaging and Reinstalling the Metal Wall Panels. Inasmuch as the subject Addendum makes no reference to the reasoning behind this change we are requesting NJ Transit confirm this material change to the Metal Wall Panel scope.

NJ TRANSIT RESPONSE Response to Follow

NRCI Question 3.) Please reference Addendum #10, Revised Drawing ARC-24 in where NJ Transit has revised the drawing to indicate the compressor in Building 14 "shall" be raised in lieu of "may" be raised. However, NJ Transit has provided no reasoning behind this change nor any details regarding the method of raising the compressor, the access into Building 14, the size of the compressor and whether or not the compressor would need to be rewired. Please provide all pertinent information for this work. NJ TRANSIT RESPONSE: Response to Follow

Questions 1-6, Set 10 are from Antonio Restrepo, DMR Construction Services, Inc.(DMRSCI), Waldwick, NJ:

DMRSCI Question 1) Flood wall type 3A: Dimension of wall type #A differs at each side of the matchlines; Dwg ARC-02 shows 35'-3" while Dwg ARC-16 shows 37'-2" for the same wall. Same situation between ARC-02 and ARC-04 which show 150'-0" and 153'-7" respectively for same wall. NJ TRANSIT RESPONSE: Response to Follow

DMRSCI Question 1) ·Additional info regarding finished grade elevations would be required to accurately calculate the flood wall heights. Please provide. **NJ TRANSIT RESPONSE:** <u>Response</u> **to Follow**

DMRSCI Question 2) Our signage vendor is requesting mounting details. Please provide. **NJ TRANSIT RESPONSE**: Response to Follow

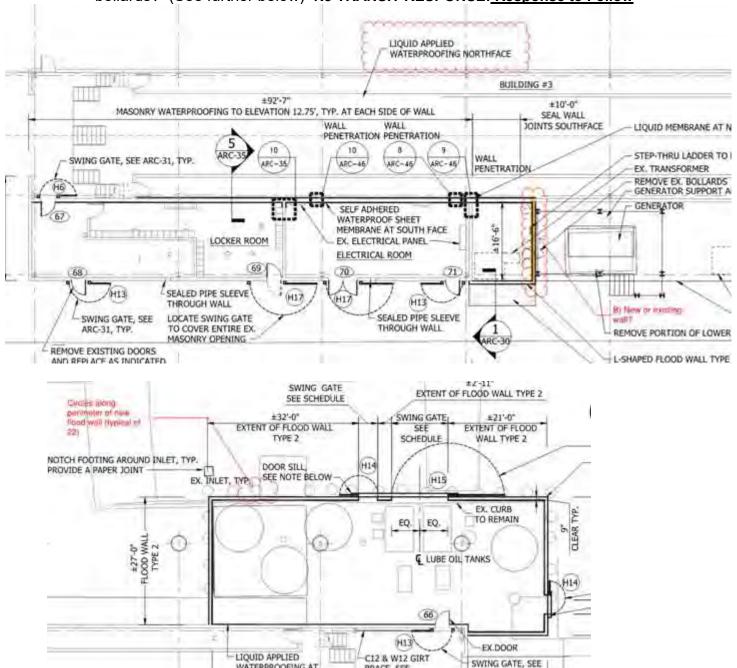
DMRSCI Question 3) Several questions on Addendum # 10 remain unanswered and their response is announced to follow in a new Addendum. When would this new addendum be expected? NJ TRANSIT RESPONSE: Response to Follow

DMRSCI Question 4) Would the bid due date be changed? **NJ TRANSIT RESPONSE**: <u>Response</u> <u>to Follow</u>

DMRSCI Question 5) · Addendum Drawings issued with Addendum # 10 show the contract # in the title block to be 13-006B NJ TRANSIT RESPONSE: Response to Follow

DMRSCI Question 6) Dwg ARC-18"

- What material is the wall surface that will receive liquid applied waterproofing? NJ TRANSIT RESPONSE: Response to Follow
- Is the highlighted wall existing or new? (See below): NJ TRANSIT RESPONSE: Response to Follow
- o What do the circles along the flood wall around the fueling station represent? Are they bollards? (See further below) NJ TRANSIT RESPONSE: Response to Follow



BRACE, SEE

WATERPROOFING AT

Questions Nos. 1-10, Set 3, Dated May 30, 2017 are from Peter N. Egan ,Vice President Estimating & Purchasing HALL CONSTRUCTION CO., INC.(HCCI), Farmingdale, NJ

HCCI Question No.1) Due to the specialized work required for this project including limited trade scopes available to subcontract, we feel the 21% DBE goal is unattainable. We respectfully request NJ Transit reconsider the participation goal level for this contract. NJ TRANSIT RESPONSE:

Response to Follow from Office of Business Development(OBD).

HCCI Question No.2) Sluice Gate Schedule Drawing ARC-34 references jamb details (4&5/ARC-31). These two details depict the sill conditions for the swing doors. Please provide the correct jamb details for the sluice gates. **NJ TRANSIT RESPONSE**: Response to Follow

HCCI Question No.3) Sluice Gate Schedule Drawing ARC-34 defines the height of all sluice gate panels as 6'-8". However, the gate panels scale to different sizes throughout the Drawings; Drawing ARC-12 shows the gate panels as 4'-0" in height, and DS-STR-06 shows the gate panels as 5'-0" in height. Please confirm all gate panels shall be 6'-8" in height as reflected on the Sluice Gate Schedule. **NJ TRANSIT RESPONSE: Response to Follow**

HCCI Question No.4) Detail 2/DS-STR-04 shows a Removable Steel Column for the swing gates to be installed in a pocket below grade, with a removable floor plate to cover the opening when not in use. Detail 3/ARC-32 shows the same Removable Column to be fastened to a base plate and anchored directly to the concrete surface at grade, with no column pocket or floor plate. Please advise which is correct. **NJ TRANSIT RESPONSE: Response to Follow**

HCCI Question No.5) Partial Plan Buildings 4 & 2 West Side Alley Drawing DS-STR-04 shows a 12"x12" Door Tie Back Column and Jack Column for each swing gate. Please clarify the type of material for these columns and provide details of same. NJ TRANSIT RESPONSE: Response to Follow

HCCI Question No.6) Per Addendum #8, bidders were directed to use Detail 6/DS-STR-06 Type 1 connection for all Sluice Gate Frames unless otherwise noted on Drawings DS-STR-07 and DS-STR-08. Details 4 and 6/ARC-33 show the HSS support post bolted through the precast panel but according to DS-STR-06 all type 1 connections are shown at an elevation above the precast panel. Please confirm we are to follow the connection details shown on drawings DS-STR-06, 07 and 08.

NJ TRANSIT RESPONSE: Response to Follow

HCCI Question No.7) Drawing UTL-04 shows an existing underground storm line running beneath and across the proposed flood wall footing from column line 9 to the right of column line 13; similar conditions occur with other existing utilities under various areas of the proposed flood wall areas. Without known elevations and exact locations of these existing utilities, it is possible these utilities will fall within and be encased by the concrete footings; please advise how to proceed. **NJ TRANSIT RESPONSE: Response to Follow**

HCCI Question No.8) Drawings ARC-02, ARC-04 and ARC-16 depict varying widths of exposed sidewalk for wall types 1 and 3A, which do not match the width of sidewalk shown on the Wall Type 1/3A detail on STR-02. Please advise. **NJ TRANSIT RESPONSE: Response to Follow**

HCCI Question No.9) Drawing ARC-04 shows existing curb and landscaped areas adjacent to the new flood walls as existing to remain. These items will be undermined by the new flood walls; please confirm these items are to be removed and replaced. **NJ TRANSIT RESPONSE:** Response to Follow

HCCI Question No.10) We are in receipt of Addendum #7, RCCI Question No. 6 Response; it directs the bidders to refer to Drawings ARC-43 through ARC-46, and determine the required quantity of oversized pipe seals based on the site photos. We have reviewed the photos, but the penetrations requiring oversized pipe seals are not identified; the size of the gap at each penetration cannot be determined from the photos. Please identify the location/quantity of oversized pipe seals that are required. NJ TRANSIT RESPONSE: Response to Follow

This concludes Addendum No 11. Bidders must acknowledge receipt of this addendum on the acknowledgment of receipt of addendum with your e-bid submission.

Sincerely,

Robert Delitto

Managing Contract Specialist

Robert Delitto

Contracts/Division of Procurement E mail: RDELITTO@NJTRANSIT.COMFax(973)491-7597

CC: W. Schenkel/W. Wong/J. Barricella-HNTB/F.Grigni-JEG/J-Rush-Gilbert/J. ladanza/Bid Desk/IFB File

Chris Christie, Governor Kim Guadagno, Lieutenant Governor Richard T. Hammer, Commissioner Steven H. Santoro, Executive Director



May 24, 2017

RE: INVITATION FOR BID NO.17-006X Construction of Permanent Site Flood Protection Measures to Protect NJTRANSIT'S Meadows Maintenance Complex (MMC) and Rail Operations Center (ROC), Kearny, NJ Addendum No.10

To whom it may concern:

The following constitutes Addendum No. 10 and must be acknowledged by each Bidder acknowledging receipt of addendum with your e-bid submission. Failure to do so may render a bid as non-responsive.

ITEM#I- ADD THE FOLLOWING REVISED DRAWINGS AND SPECIFICATION SECTIONS AS PART OF ADDENDUM 10:

The following list of revised drawings need to be downloaded in the Drawing Section of Bidx.:

Delete Existing Drawings and Replace with Addendum Revision 1 Drawings (18):

ARC-D01, ARC-D06, ARC-12, ARC-13, ARC-18, ARC-19, ARC-24, ARC-27, ARC-28, ARC-29, ARC-30, ARC-34, ARC-35, ARC-36, ARC-45, ARC-53, ARC-55, ARC-57.

TECHNICAL PROVISIONS

Delete Existing Specification Sections and Replace with the attached Revised Specification Sections (2)

07130 - Elastomeric Sheet Waterproofing

07410 - Formed Metal Wall Panels

ADD THE FOLLOWING NEW SPECIFICATION SECTION (Attached) AS PART OF ADDENDUM 10:

07421 - Metal Composite Material Wall Panels (new section for metal infill panels)

ITEM#II: Incorporate the following question/request for information along with NJ Transit's responses (underlined):

Questions 1-3, Set 2, dated March 27. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-03 shows SECTION 3/ARC-30. Referring to Drawing ARC-30; SECTION 3 shows the "GLASS WALL" on top of the concrete wall. A detail for the GLASS WALL is

identified as 2/ARC-39. Referring to Drawing ARC-39; DETAIL 2 shows the GLASS WALL 2'-0" high above the top of the concrete wall. The glass is held in an aluminum frame. Please describe how the aluminum frame is to be fabricated to hold the components together. Please describe the anchors required to anchor the frame to the concrete wall? ? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 2) Now, going back to 3/ARC-30. There appears a note "SEE STRUCTURAL DRAWINGS FOR DETAILS, TYP." Searching the structural drawings we find on Drawing DS-STR-02 top left corner "LWALL" – TYPE 1 (SHOWN) TYPE 3 & 3A (SIMILAR)." At the top of this detail is shown a dimension line from EL. 12.75 at the top of the wall to EL. 10.75 two feet below the top of wall. A note on the dimension line says "SEE PLAN AND 'GLASS TOP ALTERNATE' FOR TYPE 3 AND 3A WALLS." So, just to the left of this detail is shown the "GLASS TOP ALTERNATE FOR TYPE 3, 3A AND 4 WALLS." This detail shows the GLASS and the ALUMINUM FRAME. The detail further describes a BLOCKOUT the size as of the manufacturers recommendation. So it appears that the aluminum frame has the 'posts' embedded in the top of the wall. However this BLOCKOUT or recess is not shown on ARC-39.

- A. Is the GLASS WALL truly ALTERNATE? ? NJ TRANSIT Response: Response to follow via addendum
- B. If so, who determines which Alternate on which to bid ? NJ TRANSIT Response: Response to follow via addendum
- C. What is the correct anchoring method. ? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 3) Is the ALTERNATE applicable to all Type 3, 3A, and 4 walls? ? NJ TRANSIT Response: Response to follow via addendum

Questions 1-2, Set 6, dated March 29. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE ¼" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. NJ TRANSIT Response: Refer to PRESSURE CHART @ LOADING DOCK detail on drawing DS-STR-08.

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. NJ TRANSIT Response: Refer to drawings ARC-10 & ARC-11 (Bldg. 2, south wall) and ARC-18 (Bldg. 3, south of lube oil tanks).

Questions 1-2, Set 7, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE ¼" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. **NJ TRANSIT Response:**Response to follow via addendum

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-4, Set 8, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

The following questions are numbered and correspond to the numbers on the attached excerpts of the drawing:

RCCI Question 1) On Drawing DS-STR-11 this long, narrow rectangle looks like it might be part of a wall. We cannot find any description of it. Please advise what is it? NJ TRANSIT Response: Onstruct L-Shape Wall, Type 1 as shown on DS-STR-02.

RCCI Question 2) On Drawing DS-STR-11.this is designated as "L-SHAPED WALL - TYPE 1", and refers to **15/STR-11**. **NJ TRANSIT Response: The 15/STR-11 annotation is correct as shown**

RCCI Question 3) **15/STR-11** looks a little bit like an "L WALL – TYPE 1" but does not show the shear key at the bottom nor does it show the raised curb. So should it maybe be an "L WALL TYPE 3A"? **NJ TRANSIT Response: Construct L-Shape Wall, Type 1 as shown on DS-STR-02.**

RCCI Question 4) Can you advise where we may find additional information about the size, shape, thickness and type of the existing pavement? NJ TRANSIT Response: Existing pavement layer information is not available. Use the pavement cross section shown on drawing CS-06 for bidding purposes.

Questions 1-4, Set 8, dated March 30. 2017 correspond to the numbers on the attached excerpts of the following two drawings:

Questions 1-4, Set 9, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) On Drawing ARC-31 lower right hand side SWING GATE SECTION @ METAL WALL PANEL contains a note at the top saying "NOTE: REMOVE PORTION OF EX. SILL AT THIS LOCATION." What sill? What location? NJ TRANSIT Response: There is an existing metal sill assembly associated with the metal wall panels at the location shown in the cross section. This sill must be removed from the metal wall cut areas to accommodate the gate jamb.

RCCI Question 2) On Drawing ARC-31 upper right hand side at the detail "SILL SECTION (PASSIVE/STORAGE" seems to show the swing gate lowered down onto the FLUSH SILL; while the detail "SILL SECTION (ACTIVE)" seems to show the PIVOTING ROLLER engaged and the gate raised off the FLUSH SILL. Are the titles reversed? NJ TRANSIT Response: No, the detail titles are correct. Note that in active mode, the pivoting roller is LOWERED to lift the gate to swing the gate open or closed.

RCCI Question 3) On Drawing ARC-34 at the SWING GATE SCHEDULE gates H5, H9, and H12 show in the SILL column to refer to 3/ARC-32. Detail 3/ARC-32 seems not to shown SILL information. Is the SILL information somewhere for gates H5, H9, and h12? NJ TRANSIT Response: Omit 3/ARC-32 from the H5, H9, and H12 rows in the Sill column in the Gate Schedule on ARC-34.

RCCI Question 4) Drawing DS-STR-04 bottom left hand side of drawing shows **SECTION 3 ELEVATION**. In this detail shows "HI-RAIL CROSSING SYSTEM." The HI RAIL panels come in 3' long panels. Should the panels be cut to match the width of the GRADE BEAM or should the full 3' panel be used overlapping the GRADE BEAM by 1 foot on each side? **NJ TRANSIT Response: The HiRail panels shall not be cut.**

Question 1, Set 14 dated March 31. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1). Drawing DS-STR-16 shows "1'-0" DRILLED SHAFTS and "2'-0" DRILLED SHAFTS" at various locations. At top center of drawing says "NOTE: SEE DRAWING DS-STR-05 FOR DETAILS NOT SHOWN HERE." Referring to DR-STR-05 upper right corner "SECTION 23/STR-05" shows rebar info for 18" DIA SHAFT and for 12" DIA SHAFT. There is no info shown for "24" DIA SHAFT." Is the 18" dia. shaft info intended to be 24" dia. shaft info? Please advise. NJ TRANSIT Response: Response to follow via addendum

Questions 1-4 Set 21, dated April 6, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-D06 indicates a section cut through the wall 1/ARC-D10. Referring to 1/ARC-D10 it shows Removal of the EIFS from the First Reveal down to the CMU Substrate. Drawing ARC-11 shows that the replacement of this EIFS will be with "CORRUGATED METAL PANEL" installed after Waterproofing of the CMU. Drawing ARC-11 also shows a section cut through the wall 1/ARC-35. This Section 1/ARC-35 shows the replacement panel as "CORRUGATED METAL PANEL, TYP.". On the same drawing Sections 2, 3, and 4/ARC-35 show the replacement panel as "1½" METAL PANEL, TYP". At 1½" thick, it could be assumed that the panels will be

"insulated" metal panels. Would that be a correct assumption? **NJ TRANSIT RESPONSE:_**<u>Response to follow via Addendum.</u>

RCCI Question 2). The Section 4/ARC-35 is labeled as "SILL DETAIL" and it shows the WATERPROOFING MEMBRANE "continuing below grade by 6" and covered with "5/16" FIBER CEMENT PROTECTIVE BOARD". The South wall of the building seems to have Field Ballast" adjacent, so removal and replacement of the ballast is not an issue. However on the West and East walls there seems to be a sturdy concrete slab adjacent to the wall. Is it your intention to chop up the concrete slab in order to install the "underground" waterproofing? **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

RCCI Question 3) Drawing DS-STR-01 at GENERAL NOTE 2. B. d. says "STRUCTURAL STEEL...SHALL BE HOT DIP GALVANIZED..." Drawing ARC-11 lower right corner has a callout "GIRT TYPICAL BETWEEN ALL COLUMNS ON T (13 LOCATIONS) SEE SECTION 13 DS-STR-10. These girts and connections are all interior; is galvanizing required for indoor steel? **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

RCCI Question 4) SECTION 12 DS-STR-10 shows 2 new interior columns for the Sluice Gates at Door 29 and Door 34 (TRACK 18, Wheel True). Is galvanizing required for this interior steel? **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

Question 1 Set 24, dated April 19, 2017 is from **Pete Dunn,** Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

Regarding the following question from Addendum No 3, RCCI Set 15, Question 3:

"RCCI Question 3) Just above the SILL DETAIL is shown "TYPICAL MOUNTING DETAIL." This detail shows "EXPOSED FASTENERS" in light line weight. Are these existing fasteners? What is the spacing? NJ TRANSIT Response: The fasteners are proposed, not existing. Fastener spacing shall be as per the manufacturer's approved shop drawings."

RCCI Question No 1) The conventional drafting presentation for existing features is "light line weight"; while proposed features are heavy line weight. If these are proposed fasteners, they should be drawn darker. NJ TRANSIT RESPONSE: The exposed heads of the proposed fasteners are shown in darker, solid line weight. The hidden or embedded portions of the fasteners are shown with lighter, dashed lines.

Also shown in light line weight are what look to be the fasteners for the SILL FLASHING and the TRIM FLASHING. We now deduce that this light line weight is proposed as well. Is that correct? **NJ TRANSIT RESPONSE:** <u>Yes.</u>

Questions 1-4, Set 28, dated April 26, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RFI No RCC28 Thank you for the Addendum No 5.

RCCI Question No. 1.) The Drawings included in Addendum No 5 are not identified as being revised. Have any of them been revised? **NJ TRANSIT RESPONSE:** The drawing revisions shown in the

<u>sketches in Addendum 5 will be included in the conformed set of plans issued for construction.</u>

RCCI Question No. 2.) If they have not been revised for what reason are they included Addendum No. 5? **NJ TRANSIT RESPONSE:** See response to Question No. 1 above.

RCCI Question No. 3.) If they have been revised is there a log of the revisions such that we may be able to evaluate the effect of the revisions? **NJ TRANSIT RESPONSE:** The conformed drawings will have all revisions "clouded".

RCCI Question No. 4.) Would you please consider a postponement of two to three weeks? **NJ TRANSIT RESPONSE**: Refer to NJT's response Addendum No. 6, Item I.

Questions 1-4, Set 29, dated April 26, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ: RFI No RCC29

RCCI Question No. 1) Dwg DSL-UTL-02 shows requirement for 4 PRESRAY Hinged Watertight Hatch with Mechanical Seal. There also shows a detail of "4'6" x 5'-0" Presray Door." Is there a Model Number, Material thickness, etc for these doors? NJ TRANSIT RESPONSE: Add the following to Technical Provisions Section 08390, Paragraph 2.02.A: 4. Hinged Watertight Hatch with Mechanical Seal: Presray Model D3HA or approved equal. The hatch shall be Type 304 stainless steel, with a fully-molded neoprene gasket. Hinges shall have bronze, oil-impregnated thrust bearings with stainless steel hinge pins.

RCCI Question No.2.) Dwg PL-ELE-18 shows conduit from a 24" x 24" x 12" Junction Box. Note 3 says "...RMC, TRANSITION TO CONCRETE ENCASED PVC ONCE CONDUIT IS IN THE GROUND." But the callout on the conduit run says " 2-3" RMC (ONE SPARE) 4 - #350KCMIL & 1 - #4 GRD" Dwgs PL-ELE-26 & PL-ELE-27 say the same, but Dwg PL-ELE-28 says " 2 - 3" PVC CONCRETE ENCASED..." Is it PVC?, RMC?, Concrete Encased? NJ TRANSIT RESPONSE: The conduits shall be 2-3" PVC, Schedule 40, concrete encased.

RCCI Question No.3.) The above 3 drawings call for three (3) – "18" x 36" x 48" CONCRETE JUNCTION BOXE(es)" Is there a spec and/or detail for the boxes? Is there a spec or detail for the Casting if there is one? NJ TRANSIT RESPONSE:: In Section 16105 of the Technical Provisions, change all references from "pullboxes and handholes" to "junction boxes". Change Paragraph 2.04 to read as follows:

2.04 JUNCTION BOXES

A. Junction boxes shall conform to NJDOT Standard Drawing L-0607. Omit the "D.O.T." logo on the cover.

RCCI Question No.4.) Dwg DS-STR-15 shows new Chain Link Fence and Gate. Is there a spec or a detail for the fence and gate? **NJ TRANSIT RESPONSE:** Refer to Section 02823 of the Technical Provisions.

Question 1, Set 30, dated May 1, 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RFI No RCC30

RCCI Question No.1) Addendum No 5, included Attachment B Signage. There are 4 types of signs required, What are the sign dimensions, (including the thickness of the aluminum sheet)? 2' x 3' x 1/8" be appropriate? NJ TRANSIT RESPONSE: The signs shall be 4' x 8' and shall conform to NJDOT specifications for construction signs. Mount signs on wood posts, metal posts will not be permitted.

Questions 1-2, Set 8, dated May 1, 2017 are from Varghese K. Kudiyil, Chief Estimator, DMR Construction Services, Inc. (DMRSCI), Waldwick, NJ RFI #DMR – 08

DMRSCI Question 1) Specification Section 10561, 1.01.A indicates that the Open Mesh Security Cabinets to be installed in Building 3. But the drawing for Building 3 has no indication of these Cabinets. It will also be beneficial if we can get a model number of a specific manufacturer and the quantity to be installed in Building 3. **NJ TRANSIT RESPONSE:** <u>Vestil Series VLPSC or approved equal.</u>

DMRSCI Question 2) Specification Section 10561, 1.01.B and C indicate that the Bulk Storage containers For DEPLOYED PUMPS to be placed in building 12 and the pallets to be stored in building 12. The drawing for building 12 has been deleted from the INDEX OF DRAWINGS. On drawing ARC-01 there is an indication that BUILDING #12 N.I.C. Please clarify. NJ TRANSIT RESPONSE:: There is no work required in Building 12. However, the Bulk Storage Units shall be installed in Building 12 as specified in Section 10561. The exact location will be as directed by the Construction Manager.

Questions 1-3, Set 31, dated May 2, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ: RFI No RCC31

RCCI Question No.1) Spec Section 07130 ELASTOMERIC SHEET WATERPROOFING at 3.02, D. says "Vertical Surfaces: Install membrane vertically in heights to 8 feet. Lap seams 2 ½"...." The heights of installation on the walls of this project seem to be

- Height of 1'-6" +/- as shown on 4/ARC-39
- · Height of 4'-11" as shown on 1/ARC-35

NJ TRANSIT RESPONSE: <u>Delete the first sentence from Section 07130, Paragraph 3.02.D. The sheet waterproofing shall extend from 6 inches below grade to the flood elevation of 12.75 as shown.</u>

RCCI Question No. 2.) Drawing ARC-09 bottom center call out "SEAL 241'-0" (12) VERTICAL WALL JOINTS AND CONTINUOUS SILL JOINT". Just below that call out is this call out "WATERPROOF MEMBRANE WALL PROTECTION (EXTERIOR) SEE 4/arc-39" Detail 4/arc-39 seems to show the "sill". Are these two call outs a repeat of the "sill" waterproofing? **NJ TRANSIT RESPONSE**: ? [No. Vertical wall joint details are shown on ARC-37 and ARC-38.] When it is saying "WATERPROOF MEMBRANE" may we interpret that as "SELF ADHERED SHEET WATERPROOFING MEMBRANE"? **NJ TRANSIT RESPONSE**: Yes.

RCCI Question No.3.) Drawings ARC-10 & ARC-11 at the bottom show call outs for WATERPROOF MEMBRANE WALL PROTECTION in several locations. May we interpret this as "SELF ADHERED SHEET WATERPROOFING MEMBRANE"? **NJ TRANSIT RESPONSE: Yes.**

Questions 1-2, Set 2, dated May 4, 2017 are from Jeffrey P. Michelini, Program Manager, IEW Construction Group, Inc. (IEWCG), Hamilton, NJ:

IEWCG Question 1) I want to bring your attention to the DBE goal for the project that has been set at 21%. The project rating was published at 10-15 million. This scope of work for this project has very high percentage of specialty flood door work that must be contracted to vendors specified on the contract bidding documents. None of these specified suppliers/installers are DBE firms. We respectfully request that NJ Transit exclude the Specialty items of work from the DBE goal calculation for this project. At this time we do not believe the goals are achievable based on the current subcontracting opportunities that this project provides. NJ TRANSIT RESPONSE: Request sent to OBD-NJ TRANSIT response to follow via Addendum.

IEWCG Question 2) Additionally, we would like to bring your attention to our initial calculation that we have valued this project well over the 10-15 million project. NJ TRANSIT RESPONSE: Response to follow via Addendum.

Questions 1, Set 9, dated May 9, 2017 is from Varghese K. Kudiyil, Chief Estimator, DMR Construction Services, Inc. (DMRSCI), Waldwick, NJ RFI #DMR – 09

As regards to the Gantry Crane, do we need to provide a hand Hoist or electric Hoist? If electric, provide information such as Lifting Speed, Voltage, Lifting Height, etc. . NJ TRANSIT RESPONSE: Provide Coffing 1 Ton capacity cable ratchet lever hoist, with a 17 foot lift, Model # C404WNB or approved equal, and a Coffing plain trolley of 1 ton capacity, with hook mounting type, model # CBTP0100 or approved equal.

Questions 1-3, Set 36, dated May 19, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RFI No RCC36

RCCI Question 1). Drawing PL-ELE-18 bottom left shows "**DERIAL CONTROLS (NOTE 1)**"; NOTE 1 says "RAISE DERAIL CONTROL PANEL AND FUEL CONTROLS TO ELEV 12.5' (SEE DETAIL C ON DS-ELE-10)".

When we go to on DS-ELE-10 bottom left it shows "**DERAIL CONTROL PANEL** ©". There is no mention of the "...FUEL CONTROLS..." Where can we find the FUEL CONTROLS described in NOTE 1 above? **NJ TRANSIT RESPONSE**: <u>Delete "AND FUEL CONTROLS" from Note 1. Note 6 on drawing PL-ELE-18 refers to the fuel control panel work.</u>

The DERAIL CONTROL PANEL is shown on some sort of a platform similar to other platforms for the project. But we cannot find a platform designed and detailed for a "DERAIL CONTROL PANEL." Please advise where is the PLATFORM shown for the DERAIL CONTROL PANEL. **NJ TRANSIT RESPONSE**: <u>The derail controls are located in front of an existing platform. No new platform is required.</u>

RCCI Question 2.) Drawing DS-ELE-10 top left shows "**TRANSFORMER SUPPORT**". We looked high and low for TRANSFORMER SUPPORTS, and we could find only one on which is on Dwg EL-PLE-26 right side 1/3 sheet down. Are there any other transformers which require raising using the detail shown as "TRANSFORMER SUPPORT"? **NJ TRANSIT RESPONSE**: <u>There is only one transformer that needs to be raised. It is shown on drawing PL-ELE-26</u>.

RCCI Question 3). Addendum No. 5, page 7, NRCI Question 14) asks ... "Please accurately locate the Water Treatment Platform on the Architectural including but not limited to, the existing ground floor conditions and of what material is the surface comprised..." NJ Transit Response: Refer to drawing PL-ELE-16 for location of the platform. Existing floor surface is shown as concrete." Drawing PL-ELE-16, right side shows a platform which is not labeled, but there are 2 clues: it is near Building 8 and the note by it says "(SEE DETAILS ON DS-ELE-09)". As it turns out, from information found on Dwg DS-ELE-09 this platform is actually called "PUMPSTATION". So now we started to look around for the Structural drawing for "PUMPSTATION", but to no avail. We finally found another clue at 1/ARC-19 "BLDG NO. 8-PUMPHOUSE PLAN". At this detail a callout says "PLATFORM WITH RAILINGS AND STAIRS SEE DS-STR-13" and points to what looks like a platform and stairs in light line weight as if it is existing. But referring to DS-STR-13 which is entitled, by the way, "WATER TREATMENT AND BUILDING 8 PLATFORMS"; no mention of "PUMPSTATION" or "PUMPHOUSE". The conclusion is that ti is NOT the Water Treatment Plant that is shown on PL-**ELE-16** as stated in the NJ Transit response. So, we ask again – "Please accurately locate the Water Treatment Platform on the Architectural including but not limited to, the existing ground floor conditions and of what material is the surface comprised access, photos, Height restrictions/clearance, horizontal clearance/restrictions, etc." NJ TRANSIT RESPONSE: The original response to NRCI Question 14 is superseded by the RFI response at the bottom of page 8 in Addendum 8, i.e. the location of the Water Treatment platform is shown on drawing PL-ELE-27. The platform is to be anchored to an existing concrete surface.

Questions 1-2, Set 37, dated May 19, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RFI No RCC37

RCCI Question 1.) Drawing DS-ELE-06 at detail "A T-1A & TYP FOR T-1B" at bottom shows a "SUPPORT/PLATFORM" for the MTS-PIP. On the same drawing at detail "B T-2A & TYP FOR T-2B" at bottom shows a SUPPORT/PLATFORM." For the MTS-PIP. We looked for a details for the "SUPPORT/PLATFORM" for the PIP-MTS. Drawing DS-STR-14, left side shows a detail for "ATS AND DOCKING STATION SUPPORT (PIP)". But we have here an MTS – PIP. Please advise where we can find details for these "SUPPORT/PLATFORM(s)" for the MTS-PIP. NJ TRANSIT RESPONSE: Change "ATS" to "MTS" in the detail on drawing DS-STR-14.

RCCI Question 2.) Drawing DS-ELE-07 at detail "A T-3A & TYP FOR T-3B" at top right shows a "SUPPORT" for the MTS-PIP. We looked for a details for the "SUPPORT" for the PIP-MTS. Drawing DS-STR-14, left side shows a detail for "ATS AND DOCKING STATION SUPPORT (PIP)". But we have here an MTS – PIP. Please advise where we can find details for these "SUPPORT(s)" for the MTS-PIP. NJ TRANSIT RESPONSE: <u>Change "ATS" to "MTS" in the detail on drawing DS-STR-14.</u>

Questions 1-3, Set 38, dated May 22, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RFI No RCC38

RCCI Question No. 1) Addendum No. 5, page 7, NRCI Question 14) asks ... "Please accurately locate the Water Treatment Platform on the Architectural including but not limited to, the existing ground floor conditions and of what material is the surface comprised..." NJ Transit Response: Refer to drawing PL-ELE-16 for location of the platform. Existing floor surface is shown as concrete." In our previous RFI No RCC36 we explained that the "Water Treatment Platform" does not show on PL-ELE-16. So we looked and looked. While looking for the "Water Treatment Platform" we found Drawing DS-STR-14 titled "IW #2 PLATFORM". This drawing shows a platform labeled as "INDUSTRIAL WASTE NO. 2 PLATFORM". Does this mean "INDUSTRIAL WASTE WATER NO. 2 PLATFORM"? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No. 2.) Drawing ARC-18 upper left side at the extreme top note says "MASONRY WATERPROOFING TO ELEV 12.75', TYPICAL AT EACH SIDE OF WALL". There is a SECTION 5/ARC-35 drawn thru the wall. Section 5/ARC-35 shows the waterproofing extending up the wall to a distance of 8"; well short of EL. 12.75', if we assume the 12.75' governs, would we be correct? **NJ TRANSIT RESPONSE**: **Response to follow via Addendum**.

RCCI Question No. 3.) Drawing ARC-24 shows the "BLDG. NO. 14 TRAIN WASH PLAN". At the center of this plan is shown a callout "SMALL HOR. AIR TANK. ENTIRE COMPRESSOR MAY BE LIFTED TO RAISE ELECTRICAL CONTROL PANEL ABOVE 12.75". "We cannot find any further information on raising this Compressor and Tank. We might be able to come up with a scheme if you could send a few representative color photographs. Or could you please provide a detail? **NJ TRANSIT RESPONSE**: **Response to follow via Addendum.**

Question 1, Set 39, dated May 22, 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ: RFI No RCC39

RCCI Question No. 1) Addendum No 5, Page 6 contains NRCI Question 6.) Please reference Special Provisions Section SP8 Intermediate Milestone #1 in where the work required for the Waste Treatment Plant and the Fuel Shed must be completed in 250 Days. Please reference all specific locations, details and drawings that depict the work required for the Milestone. The references of Waste Treatment and Fuel Shed are not clearly depicted on the drawings. **NJ**

TRANSIT RESPONSE: All work at the Fuel Pad, near Building 3, and at the Waste Water Treatment Plant, west of Building 1, shall be completed by Intermediate Milestone 1 as specified in the Special Provisions.?

Drawing UTL-18, lower left shows a "FUEL PAD" and another "FUEL PAD" is shown on the upper right. Which of these FUEL PADS are applicable to Milestone 1?

NJ TRANSIT RESPONSE: Response to follow via Addendum.

This concludes Addendum No 10. Bidders must acknowledge receipt of this addendum on the acknowledgment of receipt of addendum with your e-bid submission.

Sincerely,

Robert Delitto

Robert Delitto
Managing Contract Specialist
Contracts/Division of Procurement E mail: RDELITTO@NJTRANSIT.COMFax(973)491-7597

CC: W. Schenkel/W. Wong/J. Barricella-HNTB/F.Grigni-JEG/J-Rush-Gilbert/J. ladanza/Bid Desk/IFB File

SECTION 07130 ELASTOMERIC SHEET WATERPROOFING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Sheet waterproofing in locations indicated including:
 - 1. Self-Adhered Sheet waterproofing on vertical walls above and below grade enclosing occupied spaces.

1.02 SUBMITTALS

- A. Manufacturer's Qualifications: Provide a list of projects of similar design and complexity completed within the past 5 years.
- B. Installer's Qualifications: Submit a certificate, prepared by the waterproofing system manufacturer, stating waterproofing applicator is certified by the waterproofing material manufacturer and, upon completion, submit a certificate stating that waterproofing systems have been installed in conformance with reviewed submittals and manufacturer's recommendations.
- C. Product Data: Submit manufacturer's Product Data including installation instructions.
- D. Shop Drawings: Submit Shop Drawings indicating each condition of the Work. Indicate all adjoining Work, and indicate methods of adhesion and attachment, laps, and related conditions.
- E. Samples: Submit Samples, not less than 12 inches square, of each type of composite sheet membrane, mounted on plywood. Submit 12 inch square Samples of each type of drainage and protection board.

1.03 QUALITY ASSURANCE

A. References:

- 1. ASTM E 96 Water Vapor Transmission of Materials; Method B.
- ASTM E 154 Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs.

- B. Qualifications of Manufacturer: Sheet membrane waterproofing system shall be manufactured by a firm with documented experience in the production of selfadhesive sheet membrane waterproofing.
- C. Qualifications of Installer: A firm which has documented experience in work of the type required by this section, and is recommended by manufacturer to install the specified products.
- D. Pre-Installation Conference and Inspection: After review of submittals but a minimum of 14 days prior to starting installation of the Work of this section, conduct a meeting at the Project site attended by the Contractor, Owner, Engineer, Architect, waterproofing applicator and a technical representative of the waterproofing material manufacturer. The waterproofing applicator and material manufacturer's technical representative shall inspect the substrates to receive Work of this section and report defective conditions to Contractor, Owner, Engineer, and Architect.
- E. Manufacturer's Representative: Provide arrangements necessary to have a trained representative of the manufacturer visit the Project site on a weekly basis during membrane waterproofing Work to review installation procedures.
- F. Materials shall comply with current State of New Jersey and local Air Quality Management District requirements for volatile organic compounds.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in original, unopened containers or packages with manufacturer's labels intact.
- B. Store materials at the Project site under cover and maintain in dry condition.
 Protect from damage from excessive temperature and construction operations.
 Do not double-stack pallets of membrane. Protect mastic and adhesive from moisture and excessive heat Provide cover on top and all sides of pallets and provide for adequate ventilation. Protect surface conditioner from freezing.

1.05 PROJECT CONDITIONS

- A. Apply sheet waterproofing materials only in dry weather and when outside temperature is above 40 degrees F and below 90 degrees F.
- B. Do not apply sheet waterproofing materials to damp or wet surfaces unless specifically approved in writing by manufacturer.

1.06 WARRANTY

- A. Manufacturer shall provide a 5 year material warranty effective from state of substantial completion from the date of final acceptance.
- B. Installer shall provide a 5 year labor warranty effective from state of substantial completion from the date of final acceptance.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Self-Adhered Sheet waterproofing
 - 1. W.R. Grace & Co., W.R. Meadows, Inc.
 - 2. Tamkoa Building Products
 - 3. Carlisle Coatings and Waterproofing
 - 4. or approved equal.

2.02 MATERIALS

- A. Sheet waterproofing material shall be self-adhesive, cold-applied such as:
 - 1. W.R. Grace Bituthene 4000
 - 2. Tamkoa TW-60
 - 3. Carlisle CCW Miradri 860/861
 - 4. or approved equal.
- B. The material shall be a self-adhesive, cold-applied composite sheet consisting of a 60-mil rubberized asphalt sheet. Provide rubberized asphalt membrane covered with a release sheet, which is removed during installation. No special adhesive or heat shall be required to form laps.
- C. Surface conditioner: as recommended by manufacturer.
- D. Adhesives fillets and sealers: Types as recommended by manufacturer for installation with specified membrane sheet.

PART 3 EXECUTION

3.01 PRELIMINARY WORK

A. Inspect and verify condition of substrates and related Work, in the presence of the manufacturer's technical representative. Do not start installation of membranes until defects in substrates have been corrected. Concrete shall be smooth, dry, and free of voids.

- 3.02 APPLICATION OF MEMBRANE ON VERTICAL WALLS BELOW GRADE ENCLOSING OCCUPIED SPACES
 - A. Surface Conditioning: Install surface conditioner and allow to dry to surfaces to be covered with membrane the same day.
 - B. Corner Treatment: Pretreat inside corners with liquid membrane compound, to form a fillet or use formed reinforcement fillet recommended by manufacturer. Smooth all surfaces of outside corners.
 - C. Horizontal Surfaces: Install 9 inch wide strips of membrane material over construction joints, cracks, and grouted joints. Seal expansion joints as recommended by manufacturer. At drains and vertical projections, install two layers of membrane sheet extended out not less than 6 inches in all directions, and seal. At drains, extend the membrane into the clamping ring and seal. Over prepared surfaces install membrane in one layer and roll into place. Lap sheets 2-1/2 inches at edges and ends.
 - Vertical Surfaces: Install membrane vertically in heights to 8 feet. Lap seams
 2-1/2 inches. Roll membrane with hand roller. Extend membrane over top of foundation walls.

Omitted Prefabricated Drainage Sheet section

APPLICATION OF MONOLITHIC MEMBRANE FOR ALL SUBSTRATES OTHER THAN CONCRETE

Membrane Application

- Install the rubberized asphalt membrane at a rate to provide a continuous, monolithic coat of 90 mil (approximately 2.3 mm), into which is fully embedded a layer of spunbound polyester fabric reinforcing sheet, followed by another continuous monolithic coat of membrane at a minimum thickness of 125 mil or approximately 3.2 mm. Total membrane thickness to be provided is 215 mils or approximately 5.5 mm.
- 2. Overlap fabric reinforcing sheet 1 to 2 inches (25.4 50.8 mm) with membrane between sheets.

3.04 PROTECTION BOARD

A. Cover all surfaces, vertical and horizontal, with protection board, unless indicated otherwise. Install with adhesive recommended by manufacturer, and compatible with membrane materials.

3.05 TESTS OF MEMBRANES

3.03

A. All horizontal membranes shall be subjected to standing water test after completion, but before protection board is applied. Tests shall be conducted as soon as possible after completion of membrane in each area. When membrane installation is completed, seal drain, sandbag perimeter, fill membrane with water to height of not less than 2 inches, pond test for not less than 24 hours, repair all leaks or defects disclosed, and test until results are satisfactory. Remove all sandbags, plugs and drain when testing is completed. Clean surfaces of membrane.

3.06 PROTECTION

A. Protect the Work of this section until Substantial Completion.

3.07 CLEANUP

A. Remove rubbish, debris and waste materials and legally dispose of off the Project site.

PART 4 COMPENSATION

4.01 MEASUREMENT

A. Elastomeric Sheet Waterproofing will not be measured.

4.02 PAYMENT

A. Payment for Elastomeric Sheet Waterproofing will be made under the lump sum price bid for the item *DIVISION 7 - ALL REMAINING WORK (Bid Item No. C07-000-002.0)*, which price shall include all material, labor, tools, equipment and incidentals necessary to complete the work.

END OF SECTION

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SECTION 07410 FORMED METAL WALL PANELS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Exposed-fastener, lap-seam corrugated metal wall panels.
 - 2. Concealed fastener metal wall panel system.
 - 3. Refer to Section 07421 Metal Composite Material Wall Panels for infill panels within storefront system.

1.02 RELATED SECTIONS

- A. Section 07210 Building Insulation
- B. Section 07620 Flashing and Sheet Metal
- C. Section 07910 Preformed Joint Seal

1.03 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site at a minimum of 14 days prior to start of work.
- B. Examine support conditions for compliance with requirements, including alignment between and attachment to structural members.
- C. Review flashings, special siding details, wall penetrations, openings, and condition of other construction that affect metal panels

1.04 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.
- B. Shop Drawings:

- Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
- 2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 1-1/2 inches per 12 inches.
- C. Samples for Verification: For each type of exposed finish, prepared on Samples of size indicated below:
 - 1. Metal Panels: 12 inches long by actual panel width. Include fasteners, closures, and other metal panel accessories.

1.05 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- Product Test Reports: For each product, for tests performed by a qualified testing agency.
- C. Field quality-control reports.
- D. Sample Warranties: For special warranties.

1.06 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal panels to include in maintenance manuals.

1.07 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who have documented experience in performing similar work and are trained and approved by manufacturer.
- B. Manufacturer Qualifications: Approved manufacturer listed in this Section with documented experience in manufacture of similar products in successful use in similar applications.
- C. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
 - 1. Build mockup of typical metal panel assembly as shown on Drawings, including supports, attachments, and accessories.
 - 2. Water-Spray Test: Conduct water-spray test of metal panel assembly mockup, testing for water penetration according to AAMA 501.2.

 Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.
- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.
- D. Retain strippable protective covering on metal panels during installation.

1.09 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

1.010 COORDINATION

A. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leak proof, secure, and noncorrosive installation.

1.011 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a) Structural failures including rupturing, cracking, or puncturing.
 - b) Deterioration of metals and other materials beyond normal weathering.
 - 2. Warranty Period: Two years from date of Final Acceptance.

- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b) Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Final Acceptance.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E 1592:
 - 1. Wind Loads: As indicated on structural Drawings.
 - 2. Other Design Loads: As indicated on Structural Drawings.
 - 3. Deflection Limits: For wind loads, no greater than 1/180 of the span.
- B. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. when tested according to ASTM E 283 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 1.57 lbf/sq. ft.
- C. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E 331 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 2.86 lbf/sq. ft.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F material surfaces

2. Provide thermal blankets, form insulation, etc. as necessary for cold-weather concrete placement.

2.02 EXPOSED-FASTENER, LAP-SEAM CORRUGATED METAL WALL PANELS

- A. General: Provide factory-formed metal panels designed to be field assembled by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps. Include accessories required for weathertight installation.
- B. Corrugated-Profile, Exposed-Fastener Metal Wall Panels. Formed with alternating curved ribs spaced at 2.67 inches o.c. across width of panel.
 - 1. Manufacturers:
 - a) Centria
 - b) ATAS International, Inc.
 - c) Alcoa Architectural Products.
 - d) Englert, Inc.
 - e) Or, Engineer's Approved Equal.
 - Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A 653, G90 coating designation, structural quality. Pre-painted by the coil-coating process to comply with ASTM A 755/A 755M.
 - a) Nominal Thickness: 0.022 inch
 - b) Exterior Finish: Two-coat fluoropolymer
 - c) Color: As selected by Architect from manufacturer's full range

2.03 CONCEALED FASTENER METAL WALL PANEL SYSTEM

- A. Manufacturers:
 - Basis of Design: Centria
 - MBCI
 - 3. Metal Span
 - 4. Or approved equal
- B. Metallic-Coated Steel Face Sheet: Coil-coated, ASTM A 755/A 755M.
 - 1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Class Z275), structural steel.
 - 2. Face Sheet: Minimum 0.036 inch/20 gage nominal uncoated thickness.
 - Surface: Smooth.

- 4. Flush-joint profile with raised flat pan with single centered stiffener bead
 - a) Basis of Design Product: CENTRIA, IW-14A.
 - b) Panel Coverage: 12 inches.
 - c) Panel Height: 1.50 inches.
 - d) Panel Length: match existing
- 5. Metal Wall Panel Backup System: Refer to Division 07 Section "Insulated-Composite Metal Wall Backup Panel."
- 6. Extruded Trim: Manufacturer's complementary aluminum extrusions for head, jamb, sill, base, flush, reveal, inside and outside corner, endwall, and expansion joint details. Finish to match metal wall panels.
- 7. Basis of Design: CENTRIA, Microline Extrusions, or approved equal
 - Mitered Corners: Structurally-bonded horizontal interior and exterior trimless corners matching metal wall panel material, profile, and factory-applied finish, fabricated and finished by metal wall panel manufacturer.
- 8. Welded, riveted, fastened, or field- fabricated corners do not meet the requirements of this specification.
 - a) Basis of Design: CENTRIA, MicroSeam Corners, or approved equal
- 9. Formed Flashing and Trim: Match material, thickness, and color of metal wall panels.

C. SECONDARY METAL SUBGIRT FRAMING

- Miscellaneous Framing Components, General: Cold-formed metalliccoated steel sheet, ASTM A 653/A 653M, G90 (Z180).
 - a) Hat Channels: 0.053 inch/16 ga. minimum.
 - b) Sill Channels: 0.053 inch/16 ga. minimum.

2.04 MISCELLANEOUS MATERIALS

A. Miscellaneous Metal Subframing and Furring: ASTM C 645, cold-formed, metallic-coated steel sheet, ASTM A 653/A 653M, G90 coating designation or ASTM A 792/A 792M, Class AZ50 aluminum-zinc-alloy coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.

- B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
 - 1. Closures: Provide closures at eaves and rakes, fabricated of same metal as metal panels.
 - 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
 - Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inchthick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills, jambs, corners, endwalls, framed openings, rakes, fasciae, parapet caps, soffits, reveals, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- D. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.
- E. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
 - Sealant Tape: Pressure-sensitive, 100 percent solids, gray
 polyisobutylene compound sealant tape with release-paper backing.
 Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2
 inch wide and 1/8 inch thick.
 - Joint Sealant: ASTM C 920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.
 - 3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.
 - 4. Flashing Tape: 4-inch wide self-adhering butyl flashing tape.

2.05 FABRICATION

A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill

indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.

- B. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- C. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- D. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's Architectural Sheet Metal Manual that apply to design, dimensions, metal, and other characteristics of item indicated.
 - Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
 - 2. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
 - 3. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
 - 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
 - 5. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
 - a) Size: As recommended by SMACNA's Architectural Sheet
 Metal Manual or metal wall panel manufacturer for application but not less than thickness of metal being secured.

2.06 FINISHES

- A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Corrugated Steel Panels and Accessories:

- Three-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
- Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.
- D. Concealed Fastener Metal Wall Panel System:
 - Fluoropolymer Two-Coat Corrosion and Abrasion Resistant System:
 3.0 mil primer with 0.8 mil 70 percent PVDF fluoropolymer color coat.
 - a) Basis of Design: Exterior Finish: CENTRIA Versacor Ultra PF (or approved equal).
 - b) Interior Finish: Manufacturer's standard.
 - Color:
 - a) Exterior Surface: Match Architect's custom color.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.
 - Examine wall framing to verify that girts, angles, channels, studs, and other structural panel support members and anchorage have been installed within alignment tolerances required by metal wall panel manufacturer.
 - Examine wall sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal wall panel manufacturer.
 - 3. Examine insulation back up panels. Install in accordance with requirements of Section 07210 Building Insulation.
- B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.
- Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Miscellaneous Supports: Install sub-framing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

3.03 SECONDARY FRAMING INSTALLATION

A. Secondary Metal Subgirt Framing: Install secondary metal framing components to tolerances indicated, as shown on approved shop drawings. Install secondary metal framing and other metal panel supports per ASTM C 1007 and metal wall panel manufacturer's recommendations.

3.04 METAL PANEL INSTALLATION

- A. General: Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 1. Shim or otherwise plumb substrates receiving metal panels.
 - Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
 - 3. Install screw fasteners in predrilled holes.
 - 4. Locate and space fastenings in uniform vertical and horizontal alignment.
 - 5. Install flashing and trim as metal panel work proceeds.
 - Locate panel splices over, but not attached to, structural supports.
 Stagger panel splices and end laps to avoid a four-panel lap splice condition.
 - 7. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
 - 8. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.

B. Fasteners:

 Steel Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.

- C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.
- D. Lap-Seam Metal Panels: Fasten metal panels to supports with fasteners at each lapped joint at location and spacing recommended by manufacturer.
 - 1. Lap ribbed or fluted sheets one full rib. Apply panels and associated items true to line for neat and weathertight enclosure.
 - 2. Provide metal-backed washers under heads of exposed fasteners bearing on weather side of metal panels.
 - 3. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
 - 4. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes.
 - 5. Flash and seal panels with weather closures at perimeter of all openings.

E. Watertight Installation:

- Apply a continuous ribbon of sealant or tape to seal lapped joints of metal panels, using sealant or tape as recommend by manufacturer on side laps of nesting-type panels; and elsewhere as needed to make panels watertight.
- 2. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
- 3. At panel splices, nest panels with minimum 6-inch end lap, sealed with sealant and fastened together by interlocking clamping plates.
- F. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
 - Install components required for a complete metal panel system including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by metal wall panel manufacturer; or, if not indicated, provide types recommended by metal panel manufacturer.
- G. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's Architectural Sheet Metal Manual. Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that are permanently watertight.

- Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and achieve waterproof performance.
- 2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

3.05 FIELD QUALITY CONTROL

- A. Water-Spray Test: After installation, test area of assembly shown on Drawings water penetration according to AAMA 501.2.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect completed metal wall panel installation, including accessories.
- C. Remove and replace metal wall panels where tests and inspections indicate that they do not comply with specified requirements.
- Additional tests and inspections, at Contractor's expense, are performed to determine compliance of replaced or additional work with specified requirements.
- E. Prepare test and inspection reports.

3.06 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.
- B. After metal panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.
- C. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

PART 4 COMPENSATION\

4.01 MEASUREMENT

A. Formed Metal Wall Panels will not be measured.

MMC and Rail Operations Center Building Flood Control

4.02 PAYMENT

A. Payment for Formed Metal Wall Panels will be made under the lump sum price bid for the item *DIVISION 7 – ALL REMAINING WORK (Bid Item No. C07- 000-002.0)*, which price shall include all material, labor, tools, equipment and incidentals necessary to complete the work.

END OF SECTION

SECTION 07421 METAL COMPOSITE MATERIAL WALL PANELS

PART 1	GFI	NERAL

1.01 SUMMARY

A. Section includes metal composite material wall panels (metal infill panels)

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.
- B. Shop Drawings:
 - 1. Include fabrication and installation layouts of metal composite material panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment assembly, trim, flashings, closures, and accessories; and special details.
 - 2. Accessories: Include details of the flashing, trim and anchorage, at a scale of not less than 1-1/2 inches per 12 inches.
- C. Samples for Initial Selection: For each type of metal composite material panel indicated with factory-applied color finishes.
 - 1. Include similar Samples of trim and accessories involving color selection.
- D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.
 - 1. Metal Composite Material Panels: 12 inches long by actual panel width. Include fasteners, closures, and other metal composite material panel accessories.

1.03 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each product, tests performed by a qualified testing agency.
- C. Sample Warranties: For special warranties.

1.04 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal composite material panels to include in maintenance manuals.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
 - 1. Build mockup of typical metal composite material panel assembly, including supports, attachments, and accessories.
 - 2. Water-Spray Test: Conduct water-spray test of mockup of metal composite material panel assembly, testing for water penetration according to AAMA 501.2.
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, metal composite material panels, and other manufactured items so as not to be damaged or deformed. Package metal composite material panels for protection during transportation and handling.
- B. Unload, store, and erect metal composite material panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal composite material panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal composite material panels to ensure dryness, with positive slope for drainage of water. Do not store metal composite material panels in contact with other materials that might cause staining, denting, or other surface damage.
- D. Retain strippable protective covering on metal composite material panels during installation.

1.07 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal composite material panels to be performed according to manufacturers' written instructions and warranty requirements.

1.08 COORDINATION

A. Coordinate metal composite material panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.09 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal composite material panel systems that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a.) Structural failures including rupturing, cracking, or puncturing.
 - b.) Deterioration of metals and other materials beyond normal weathering.
 - 2. Warranty Period: Two years from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal composite material panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b.) Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c.) Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. when tested according to ASTM E 283 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 1.57 lbf/sq. ft.
- B. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E 331 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 6.24 lbf/sq. ft.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

2.02 METAL COMPOSITE MATERIAL WALL PANELS

- A. Metal Composite Material Wall Panel Systems: Provide factory-formed and assembled, metal composite material wall panels fabricated from two metal facings that are bonded to a solid, extruded thermoplastic core; formed into profile for installation method indicated. Include attachment assembly components, panel stiffeners, and accessories required for weathertight system.
 - 1. Basis of Design: Mapes Architectural Panels, LLC, Model: Non-Insulated Veneer & Glazing Panels
 - 2. Laminators Inc
 - 3. Citadel Architectural Products, Inc.
 - 4. Or approved equal
- B. Aluminum-Faced Composite Wall Panels: Formed with 0.020-inch- thick, coil-coated aluminum sheet facings.
 - 1. Panel Thickness: As indicated on Drawings.
 - Core: Standard.
 - 3. Exterior Finish: Two-coat fluoropolymer
 - a.) Color: As selected by Architect from manufacturer's full range.

C. Attachment Assembly Components: Formed from material compatible with panel facing.

2.03 MISCELLANEOUS MATERIALS

- A. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal composite material panels unless otherwise indicated.
- B. Flashing and Trim: Provide flashing and trim formed from same material as metal composite material panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills, jambs, corners, endwalls, framed openings, rakes, fasciae, parapet caps, soffits, reveals, and fillers. Finish flashing and trim with same finish system as adjacent metal composite material panels.
- C. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal composite material panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.
- D. Panel Sealants: ASTM C 920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal composite material panels and remain weathertight; and as recommended in writing by metal composite material panel manufacturer.

2.04 FABRICATION

- A. General: Fabricate and finish metal composite material panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. Fabricate metal composite material panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- C. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's Architectural Sheet Metal Manual that apply to design, dimensions, metal, and other characteristics of item indicated.
 - 1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.

- Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams.
 Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
- Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- 4. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
- 5. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
- 6. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
 - a.) Size: As recommended by SMACNA's Architectural Sheet Metal Manual or metal wall panel manufacturer for application but not less than thickness of metal being secured.

2.05 FINISHES

- A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Aluminum Panels and Accessories:
 - 1. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal composite material panel supports, and other conditions affecting performance of the Work.
 - 1. Examine existing storefront system to verify conditions are suitable for installation of metal composite material wall panels. Confirm alignment

tolerances required by metal composite material wall panel manufacturer.

- B. Examine roughing-in for components and assemblies penetrating metal composite material panels to verify actual locations of penetrations relative to seam locations of metal composite material panels before installation.
- Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Prepare surfaces that are in contact with metal composite material wall panel according to manufacturer's written instructions. Preparation includes, but is not limited to, cleaning and priming surfaces.

3.03 METAL COMPOSITE MATERIAL PANEL INSTALLATION

- A. General: Install metal composite material panels according to manufacturer's written instructions in orientation, sizes, and locations indicated on Drawings. Install panels perpendicular to supports unless otherwise indicated. Anchor metal composite material panels and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 1. Shim or otherwise plumb substrates receiving metal composite material panels.
 - 2. Flash and seal metal composite material panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal composite material panels are installed.
 - 3. Install screw fasteners in predrilled holes.
 - 4. Locate and space fastenings in uniform vertical and horizontal alignment.
 - 5. Install flashing and trim as metal composite material panel work proceeds.
 - 6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
 - 7. Align bottoms of metal composite material panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
 - 8. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.
- B. Erect panels plumb, level and true.

- C. Glaze panels securely and in accordance with approved shop drawings and manufacturers instructions to allow for necessary thermal movement and structural support.
- D. Do not install panels that are observed to be defective including warped, bowed, dented, scratched and delaminating components.
- E. Weatherseal all joints as required using methods and materials as previously specified.
- F. Separate dissimilar metals using gasketed fasteners and blocking to eliminate the possibility of electrolytic reaction.

3.04 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align metal composite material wall panel units within installed tolerance of 1/4 inch in 20 feet, non-accumulative, on level, plumb, and location lines as indicated, and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.05 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal composite material panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal composite material panel installation, clean finished surfaces as recommended by metal composite material panel manufacturer. Maintain in a clean condition during construction.
- B. After metal composite material panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.
- C. Replace metal composite material panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

PART 4 COMPENSATION

4.01 MEASUREMENT

Metal Infill Panels will not be measured.

4.02

A. Payment for Formed Metal Infill Panels will be made under the lump sum price bid for the item *DIVISION 7 – ALL REMAINING WORK (Bid Item No. C07-000-002.0)*, which price shall include all material, labor, tools, equipment and incidentals necessary to complete the work.

END OF SECTION

Chris Christie, Governor Kim Guadagno, Lieutenant Governor Richard T. Hammer, Commissioner Steven H. Santoro, Executive Director



May 15, 2017

RE: INVITATION FOR BID NO.17-006X Construction of Permanent Site Flood Protection Measures to Protect NJTRANSIT'S Meadows Maintenance Complex (MMC) and Rail Operations Center (ROC), Kearny, NJ Addendum No.9

To whom it may concern:

The following constitutes Addendum No. 9 and must be acknowledged by each Bidder acknowledging receipt of addendum with your e-bid submission. Failure to do so may render a bid as non-responsive.

<u>ITEM#I- THE FOLLOWING IMPORTANT INFORMATION APPLIES TO THIS</u> PROCUREMENT:

The Bid Due Date has been revised. Electronic bids will be received via the Internet until 2:00:00 P.M., Thursday, June 15, 2017, by NJ TRANSIT.

ITEM#II: Incorporate the following question/request for information along with NJ Transit's responses (underlined):

Questions 1-3, Set 2, dated March 27. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-03 shows SECTION 3/ARC-30. Referring to Drawing ARC-30; SECTION 3 shows the "GLASS WALL" on top of the concrete wall. A detail for the GLASS WALL is identified as 2/ARC-39. Referring to Drawing ARC-39; DETAIL 2 shows the GLASS WALL 2'-0" high above the top of the concrete wall. The glass is held in an aluminum frame Please describe how the aluminum frame is to be fabricated to hold the components together. Please describe the anchors required to anchor the frame to the concrete wall? ? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 2) Now, going back to 3/ARC-30. There appears a note "SEE STRUCTURAL DRAWINGS FOR DETAILS, TYP." Searching the structural drawings we find on Drawing DS-STR-02 top left corner "<u>L WALL" – TYPE 1 (SHOWN)</u> <u>TYPE 3 & 3A (SIMILAR)</u>." At the top of this detail is shown a dimension line from EL. 12.75 at the top of the wall to EL. 10.75 two feet below the top of wall. A note on the dimension line says "<u>SEE PLAN AND 'GLASS TOP ALTERNATE'</u> FOR TYPE 3 AND 3A WALLS." So, just to the left of this detail is shown the "<u>GLASS TOP ALTERNATE</u>"

<u>FOR</u> TYPE 3, 3A AND 4 WALLS." This detail shows the GLASS and the ALUMINUM FRAME. The detail further describes a BLOCKOUT the size as of the manufacturers recommendation. So it appears that the aluminum frame has the 'posts' embedded in the top of the wall. However this BLOCKOUT or recess is not shown on ARC-39.

- A. Is the GLASS WALL truly ALTERNATE? ? NJ TRANSIT Response: Response to follow via addendum
- B. If so, who determines which Alternate on which to bid ? NJ TRANSIT Response: Response to follow via addendum
- C. What is the correct anchoring method. ? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 3) Is the ALTERNATE applicable to all Type 3, 3A, and 4 walls? ? NJ TRANSIT Response: Response to follow via addendum

Questions 1-2, Set 6, dated March 29. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE ¼" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-2, Set 7, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE ¼" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. **NJ TRANSIT Response:**Response to follow via addendum

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-4, Set 8, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

The following questions are numbered and correspond to the numbers on the attached excerpts of the drawing:

RCCI Question 1) On Drawing DS-STR-11 this long, narrow rectangle looks like it might be part of a wall. We cannot find any description of it. Please advise what is it? NJ TRANSIT Response:

RCCI Question 2) On Drawing DS-STR-11.this is designated as "L-SHAPED WALL - TYPE 1", and refers to **15/STR-11**. **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 3) **15/STR-11** looks a little bit like an "L WALL – TYPE 1" but does not show the shear key at the bottom nor does it show the raised curb. So should it maybe be an "L WALL TYPE 3A"? **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 4) Can you advise where we may find additional information about the size, shape, thickness and type of the existing pavement? NJ TRANSIT Response: Response to follow via addendum

Questions 1-4, Set 8, dated March 30. 2017 correspond to the numbers on the attached excerpts of the following two drawings:

Questions 1-4, Set 9, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) On Drawing ARC-31 lower right hand side SWING GATE SECTION @ METAL WALL PANEL contains a note at the top saying "NOTE: REMOVE PORTION OF EX. SILL AT THIS LOCATION." What sill? What location? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 2) On Drawing ARC-31 upper right hand side at the detail "SILL SECTION (PASSIVE/STORAGE" seems to show the swing gate lowered down onto the FLUSH SILL; while the detail "SILL SECTION (ACTIVE)" seems to show the PIVOTING ROLLER engaged and the gate raised off the FLUSH SILL. Are the titles reversed? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 3) On Drawing ARC-34 at the SWING GATE SCHEDULE gates H5, H9, and H12 show in the SILL column to refer to **3/ARC-32**. Detail 3/ARC-32 seems not to shown SILL information. Is the SILL information somewhere for gates H5, H9, and h12? **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 4) Drawing DS-STR-04 bottom left hand side of drawing shows **SECTION 3 ELEVATION**. In this detail shows "HI-RAIL CROSSING SYSTEM." The HI RAIL panels come in 3' long panels. Should the panels be cut to match the width of the GRADE BEAM or should the full 3' panel be used overlapping the GRADE BEAM by 1 foot on each side? **NJ TRANSIT Response: Response to follow via addendum**

Question 1, Set 14 dated March 31. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1). Drawing DS-STR-16 shows "1'-0" DRILLED SHAFTS and "2'-0" DRILLED SHAFTS" at various locations. At top center of drawing says "NOTE: SEE DRAWING DS-STR-05 FOR DETAILS NOT SHOWN HERE." Referring to DR-STR-05 upper right corner "SECTION 23/STR-05" shows rebar info for 18" DIA SHAFT and for 12" DIA SHAFT. There is no info shown for "24" DIA SHAFT." Is the 18" dia. shaft info intended to be 24" dia. shaft info? Please advise. NJ TRANSIT Response: Response to follow via addendum

Questions 1-4 Set 21, dated April 6, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-D06 indicates a section cut through the wall 1/ARC-D10. Referring to 1/ARC-D10 it shows Removal of the EIFS from the First Reveal down to the CMU Substrate. Drawing ARC-11 shows that the replacement of this EIFS will be with "CORRUGATED METAL PANEL" installed after Waterproofing of the CMU. Drawing ARC-11 also shows a section cut through the wall 1/ARC-35. This Section 1/ARC-35 shows the replacement panel as "CORRUGATED METAL PANEL, TYP.". On the same drawing Sections 2, 3, and 4/ARC-35 show the replacement panel as "1½" METAL PANEL, TYP". At 1½" thick, it could be assumed that the panels will be "insulated" metal panels. Would that be a correct assumption? NJ TRANSIT RESPONSE:_Response to follow via Addendum.

RCCI Question 2). The Section 4/ARC-35 is labeled as "SILL DETAIL" and it shows the WATERPROOFING MEMBRANE "continuing below grade by 6" and covered with "5/16" FIBER CEMENT PROTECTIVE BOARD". The South wall of the building seems to have Field Ballast" adjacent, so removal and replacement of the ballast is not an issue. However on the West and East walls there seems to be a sturdy concrete slab adjacent to the wall. Is it your intention to chop up the concrete slab in order to install the "underground" waterproofing? **NJ TRANSIT RESPONSE**: **Response to follow via Addendum.**

RCCI Question 3) Drawing DS-STR-01 at GENERAL NOTE 2. B. d. says "STRUCTURAL STEEL...SHALL BE HOT DIP GALVANIZED..." Drawing ARC-11 lower right corner has a callout "GIRT TYPICAL BETWEEN ALL COLUMNS ON T (13 LOCATIONS) SEE SECTION 13 DS-STR-10. These girts and connections are all interior; is galvanizing required for indoor steel? **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

RCCI Question 4) SECTION 12 DS-STR-10 shows 2 new interior columns for the Sluice Gates at Door 29 and Door 34 (TRACK 18, Wheel True). Is galvanizing required for this interior steel? **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

Question 1 Set 24, dated April 19, 2017 is from **Pete Dunn,** Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

Regarding the following question from Addendum No 3, RCCI Set 15, Question 3:

"RCCI Question 3) Just above the SILL DETAIL is shown "TYPICAL MOUNTING DETAIL." This detail shows "EXPOSED FASTENERS" in light line weight. Are these existing fasteners? What is the spacing? NJ TRANSIT Response: The fasteners are proposed, not existing. Fastener spacing shall be as per the manufacturer's approved shop drawings."

RCCI Question No 1) The conventional drafting presentation for existing features is "light line weight"; while proposed features are heavy line weight. If these are proposed fasteners, they should be drawn **darker**.

Also shown in light line weight are what look to be the fasteners for the SILL FLASHING and the TRIM FLASHING. We now deduce that this light line weight is proposed as well. Is that correct? **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

Questions 1-4, Set 28, dated April 26, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RFI No RCC28 Thank you for the Addendum No 5.

RCCI Question No. 1.) The Drawings included in Addendum No 5 are not identified as being revised. Have any of them been revised? **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

RCCI Question No. 2.) If they have not been revised for what reason are they included Addendum No. 5? **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

RCCI Question No. 3.) If they have been revised is there a log of the revisions such that we may be able to evaluate the effect of the revisions? **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

RCCI Question No. 4.) Would you please consider a postponement of two to three weeks? **NJ TRANSIT RESPONSE**: Refer to NJT's response Addendum No. 6, Item I.

Questions 1-4, Set 29, dated April 26, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ: RFI No RCC29

RCCI Question No. 1) Dwg DSL-UTL-02 shows requirement for 4 PRESRAY Hinged Watertight Hatch with Mechanical Seal. There also shows a detail of "4'6" x 5'-0" Presray Door." Is there a Model Number, Material thickness, etc for these doors? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No.2.) Dwg PL-ELE-18 shows conduit from a 24" x 24" x 12" Junction Box. Note 3 says "...RMC, TRANSITION TO CONCRETE ENCASED PVC ONCE CONDUIT IS IN THE GROUND." But the callout on the conduit run says "2-3" RMC (ONE SPARE) 4 - #350KCMIL & 1 - #4 GRD" Dwgs PL-ELE-26 & PL-ELE-27 say the same, but Dwg PL-ELE-28 says "2 - 3" PVC CONCRETE ENCASED..." Is it PVC?, RMC?, Concrete Encased? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No.3.) The above 3 drawings call for three (3) – "18" x 36" x 48" CONCRETE JUNCTION BOXE(es)" Is there a spec and/or detail for the boxes? Is there a spec or detail for the Casting if there is one? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No.4.) Dwg DS-STR-15 shows new Chain Link Fence and Gate. Is there a spec or a detail for the fence and gate? **NJ TRANSIT RESPONSE**: <u>Response to follow via Addendum.</u>

Question 1, Set 30, dated May 1, 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RFI No RCC30

RCCI Question No.1) Addendum No 5, included Attachment B Signage. There are 4 types of signs required, What are the sign dimensions, (including the thickness of the aluminum sheet)? 2' x 3' x 1/8" be appropriate? NJ TRANSIT RESPONSE: Response to follow via Addendum.

Questions 1-2, Set 8, dated May 1, 2017 are from Varghese K. Kudiyil, Chief Estimator, DMR Construction Services, Inc. (DMRSCI), Waldwick, NJ RFI #DMR – 08

DMRSCI Question 1) Specification Section 10561, 1.01.A indicates that the Open Mesh Security Cabinets to be installed in Building 3. But the drawing for Building 3 has no indication of these Cabinets. It will also be beneficial if we can get a model number of a specific manufacturer and the quantity to be installed in Building 3. NJ TRANSIT RESPONSE: Response to follow via Addendum.

DMRSCI Question 2) Specification Section 10561, 1.01.B and C indicate that the Bulk Storage containers For DEPLOYED PUMPS to be placed in building 12 and the pallets to be stored in building 12. The drawing for building 12 has been deleted from the INDEX OF DRAWINGS. On drawing ARC-01 there is an indication that BUILDING #12 N.I.C. Please clarify. NJ TRANSIT RESPONSE: Response to follow via Addendum.

Questions 1-3, Set 31, dated May 2, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ: RFI No RCC31

RCCI Question No.1) Spec Section 07130 ELASTOMERIC SHEET WATERPROOFING at 3.02, D. says "Vertical Surfaces: Install membrane vertically in heights to 8 feet. Lap seams 2 ½"...." The heights of installation on the walls of this project seem to be

- Height of 1'-6" +/- as shown on 4/ARC-39
- Height of 4'-11" as shown on 1/ARC-35

NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No. 2.) Drawing ARC-09 bottom center call out "SEAL 241'-0" (12) VERTICAL WALL JOINTS AND CONTINUOUS SILL JOINT". Just below that call out is this call out "WATERPROOF MEMBRANE WALL PROTECTION (EXTERIOR) SEE 4/arc-39" Detail 4/arc-39 seems to show the "sill". Are these two call outs a repeat of the "sill" waterproofing? When it is saying "WATERPROOF MEMBRANE" may we interpret that as "SELF ADHERED SHEET WATERPROOFING MEMBRANE"? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No.3.) Drawings ARC-10 & ARC-11 at the bottom show call outs for WATERPROOF MEMBRANE WALL PROTECTION in several locations. May we interpret this as "SELF ADHERED SHEET WATERPROOFING MEMBRANE"? NJ TRANSIT RESPONSE: Response to follow via Addendum.

Questions 1-2, Set 2, dated May 4, 2017 are from Jeffrey P. Michelini, Program Manager, IEW Construction Group, Inc. (IEWCG), Hamilton, NJ:

IEWCG Question 1) I want to bring your attention to the DBE goal for the project that has been set at 21%. The project rating was published at 10-15 million. This scope of work for this project has very high percentage of specialty flood door work that must be contracted to vendors specified on the contract bidding documents. None of these specified suppliers/installers are DBE firms. We respectfully request that NJ Transit exclude the Specialty items of work from the DBE goal calculation for this project. At this time we do not believe the goals are achievable based on the current subcontracting opportunities that this project provides. NJ TRANSIT RESPONSE: Request sent to OBD-NJ TRANSIT response to follow via Addendum.

IEWCG Question 2) Additionally, we would like to bring your attention to our initial calculation that we have valued this project well over the 10-15 million project. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

Question 1, Set 35, dated May 9, 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RFI No RCC35

RCCI Question 1) Thank you for Addendum No. 8. On page 12 of 12 fourth line from the bottom says

"The following Drawings are issued with this Addendum:

- 4 ARC 31 and 32
- 5 ARC 16
- 6 AR **3 4** and **5**"

We received ARC-31 and ARC-32, ARC-16, ARC-02, ARC-3, and ARC-5. We do not have ARC-04. Is AR 4 a misprint meaning to say ARC-02? NJ TRANSIT RESPONSE: Yes AR 4 is a typographical error. It should read ARC-02.

Questions 1, Set 9, dated May 9, 2017 is from Varghese K. Kudiyil, Chief Estimator, DMR Construction Services, Inc. (DMRSCI), Waldwick, NJ RFI #DMR – 09

As regards to the Gantry Crane, do we need to provide a hand Hoist or electric Hoist? If electric, provide information such as Lifting Speed, Voltage, Lifting Height, etc. . **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

This concludes Addendum No 9. Bidders must acknowledge receipt of this addendum on the acknowledgment of receipt of addendum with your e-bid submission.

Sincerely,

Robert Delitto

Managing Contract Specialist

Robert Delitto

Contracts/Division of Procurement E mail: RDELITTO@NJTRANSIT.COMFax(973)491-7597

CC: W. Schenkel/W. Wong/J. Barricella-HNTB/F.Grigni-JEG/J-Rush-Gilbert/J. ladanza/Bid Desk/IFB File

Chris Christie, Governor Kim Guadagno, Lieutenant Governor Richard T. Hammer, Commissioner Steven H. Santoro, Executive Director



May 8, 2017

RE: INVITATION FOR BID NO.17-006X Construction of Permanent Site Flood Protection Measures to Protect NJTRANSIT'S Meadows Maintenance Complex (MMC) and Rail Operations Center (ROC), Kearny, NJ Addendum No.8

To whom it may concern:

The following constitutes Addendum No. 8 and must be acknowledged by each Bidder acknowledging receipt of addendum with your e-bid submission. Failure to do so may render a bid as non-responsive.

<u>ITEM#I- THE FOLLOWING IMPORTANT INFORMATION APPLIES TO THIS PROCUREMENT:</u>

NOTE: Due to Technical Difficulties, each bidder must download another new .ebs bidx proposal forms. NOTE: This new download supercedes the .ebs form issued in Addendum No.7.

ITEM#II: Incorporate the following question/request for information along with NJ Transit's responses (underlined):

Question 1, Set 1, dated March 27. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) We have been searching for technical data to forward to the vendor for Item 0240 Gantry Crane. We have the specification Section 14640 Gantry Crane. Three potential vendors are named on page 2 at 2.01, A. Could you please provide a Model Number, or a size, or a capacity? NJ TRANSIT Response: Refer to drawing DS-UTL-02 and Section 14640 of the Technical Provisions. Refer to drawing DS-UTL-02: "THE CONTRACTOR SHALL FURNISH A PORTABLE ALUMINUM 1-TON CAPACITY GANTRY CRANE. PORTABLE CRANE MUST OFFER ADJUSTABLE HEIGHTS AND SPANS." The following is added to Section 14640, Paragraph 2.02 of the Technical Provisions: "C. Provide Spanco, A Series, 10' span, 7'-7" minimum height, Model No. 1ALU1010 or approved equal. Include an underhung trolley.

Questions 1-3, Set 2, dated March 27. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-03 shows SECTION 3/ARC-30. Referring to Drawing ARC-30; SECTION 3 shows the "GLASS WALL" on top of the concrete wall. A detail for the GLASS WALL is identified as 2/ARC-39. Referring to Drawing ARC-39; DETAIL 2 shows the GLASS WALL 2'-0" high

above the top of the concrete wall. The glass is held in an aluminum frame Please describe how the aluminum frame is to be fabricated to hold the components together. Please describe the anchors required to anchor the frame to the concrete wall? ? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 2) Now, going back to 3/ARC-30. There appears a note "SEE STRUCTURAL DRAWINGS FOR DETAILS, TYP." Searching the structural drawings we find on Drawing DS-STR-02 top left corner "LWALL" – TYPE 1 (SHOWN) TYPE 3 & 3A (SIMILAR)." At the top of this detail is shown a dimension line from EL. 12.75 at the top of the wall to EL. 10.75 two feet below the top of wall. A note on the dimension line says "SEE PLAN AND 'GLASS TOP ALTERNATE' FOR TYPE 3 AND 3A WALLS." So, just to the left of this detail is shown the "GLASS TOP ALTERNATE FOR TYPE 3, 3A AND 4 WALLS." This detail shows the GLASS and the ALUMINUM FRAME. The detail further describes a BLOCKOUT the size as of the manufacturers recommendation. So it appears that the aluminum frame has the 'posts' embedded in the top of the wall. However this BLOCKOUT or recess is not shown on ARC-39.

- A. Is the GLASS WALL truly ALTERNATE? ? NJ TRANSIT Response: Response to follow via addendum
- B. If so, who determines which Alternate on which to bid ? NJ TRANSIT Response: Response to follow via addendum
- C. What is the correct anchoring method. ? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 3) Is the ALTERNATE applicable to all Type 3, 3A, and 4 walls? ? NJ TRANSIT Response: Response to follow via addendum

Questions 1-2, Set 6, dated March 29. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE ¼" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-2, Set 7, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE ¼" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-4, Set 8, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

The following questions are numbered and correspond to the numbers on the attached excerpts of the drawing:

RCCI Question 1) On Drawing DS-STR-11 this long, narrow rectangle looks like it might be part of a wall. We cannot find any description of it. Please advise what is it? **NJ TRANSIT Response:**Response to follow via addendum

RCCI Question 2) On Drawing DS-STR-11.this is designated as "L-SHAPED WALL - TYPE 1", and refers to **15/STR-11**. **NJ TRANSIT Response**: **Response to follow via addendum**

RCCI Question 3) **15/STR-11** looks a little bit like an "L WALL – TYPE 1" but does not show the shear key at the bottom nor does it show the raised curb. So should it maybe be an "L WALL TYPE 3A"? **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 4) Can you advise where we may find additional information about the size, shape, thickness and type of the existing pavement? **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-4, Set 8, dated March 30. 2017 correspond to the numbers on the attached excerpts of the following two drawings:

Questions 1-4, Set 9, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) On Drawing ARC-31 lower right hand side SWING GATE SECTION @ METAL WALL PANEL contains a note at the top saying "NOTE: REMOVE PORTION OF EX. SILL AT THIS LOCATION." What sill? What location? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 2) On Drawing ARC-31 upper right hand side at the detail "SILL SECTION (PASSIVE/STORAGE" seems to show the swing gate lowered down onto the FLUSH SILL; while the detail "SILL SECTION (ACTIVE)" seems to show the PIVOTING ROLLER engaged and the gate raised off the FLUSH SILL. Are the titles reversed? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 3) On Drawing ARC-34 at the SWING GATE SCHEDULE gates H5, H9, and H12 show in the SILL column to refer to **3/ARC-32**. Detail 3/ARC-32 seems not to shown SILL information. Is the SILL information somewhere for gates H5, H9, and h12? **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 4) Drawing DS-STR-04 bottom left hand side of drawing shows **SECTION 3 ELEVATION**. In this detail shows "HI-RAIL CROSSING SYSTEM." The HI RAIL panels come in 3' long panels. Should the panels be cut to match the width of the GRADE BEAM or should the full 3' panel be used overlapping the GRADE BEAM by 1 foot on each side? **NJ TRANSIT Response: Response to follow via addendum**

Question 1, Set 14 dated March 31. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1). Drawing DS-STR-16 shows "1'-0" DRILLED SHAFTS and "2'-0" DRILLED SHAFTS" at various locations. At top center of drawing says "NOTE: SEE DRAWING DS-STR-05 FOR DETAILS NOT SHOWN HERE." Referring to DR-STR-05 upper right corner "SECTION 23/STR-05" shows rebar info for 18" DIA SHAFT and for 12" DIA SHAFT. There is no info shown for "24" DIA SHAFT." Is the 18" dia. shaft info intended to be 24" dia. shaft info? Please advise. NJ TRANSIT Response: Response to follow via addendum

Questions 1-4 Set 21, dated April 6, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-D06 indicates a section cut through the wall 1/ARC-D10. Referring to 1/ARC-D10 it shows Removal of the EIFS from the First Reveal down to the CMU Substrate. Drawing ARC-11 shows that the replacement of this EIFS will be with "CORRUGATED METAL PANEL" installed after Waterproofing of the CMU. Drawing ARC-11 also shows a section cut through the wall 1/ARC-35. This Section 1/ARC-35 shows the replacement panel as "CORRUGATED METAL PANEL, TYP.". On the same drawing Sections 2, 3, and 4/ARC-35 show the replacement panel as "1½" METAL PANEL, TYP". At 1½" thick, it could be assumed that the panels will be "insulated" metal panels. Would that be a correct assumption? NJ TRANSIT RESPONSE:_Response to follow via Addendum.

RCCI Question 2). The Section 4/ARC-35 is labeled as "SILL DETAIL" and it shows the WATERPROOFING MEMBRANE "continuing below grade by 6" and covered with "5/16" FIBER CEMENT PROTECTIVE BOARD". The South wall of the building seems to have Field Ballast" adjacent, so removal and replacement of the ballast is not an issue. However on the West and East walls there seems to be a sturdy concrete slab adjacent to the wall. Is it your intention to chop up the concrete slab in order to install the "underground" waterproofing? **NJ TRANSIT RESPONSE**: **Response to follow via Addendum.**

RCCI Question 3) Drawing DS-STR-01 at GENERAL NOTE 2. B. d. says "STRUCTURAL STEEL...SHALL BE HOT DIP GALVANIZED..." Drawing ARC-11 lower right corner has a callout "GIRT TYPICAL BETWEEN ALL COLUMNS ON T (13 LOCATIONS) SEE SECTION 13 DS-STR-10. These girts and connections are all interior; is galvanizing required for indoor steel? **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

RCCI Question 4) SECTION 12 DS-STR-10 shows 2 new interior columns for the Sluice Gates at Door 29 and Door 34 (TRACK 18, Wheel True). Is galvanizing required for this interior steel? **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

NJT RESPONSE to Q 3 of 17 as issued with NCRI Set 1 dated April 6, 2016 issued in Addendum No. 5:

Question (3 of 17) Set 1, dated April 6, 2017 was from Bruce Junge, Senior Estimator, Northeast Remsco Construction, Inc. (NRCI) Caldwell Marine International, LLC, Farmingdale, NJ

NRCI Question 3 of 17.) Please provide dimensions and capacity of the Gantry Cranes NJ TRANSIT RESPONSE: Refer to drawing DS-UTL-02 and Section 14640 of the Technical Provisions.

Refer to drawing DS-UTL-02: "THE CONTRACTOR SHALL FURNISH A PORTABLE ALUMINUM 1-TON CAPACITY GANTRY CRANE. PORTABLE CRANE MUST OFFER ADJUSTABLE HEIGHTS AND SPANS." The following is added to Section 14640, Paragraph 2.02 of the Technical Provisions: "C. Provide Spanco, A Series, 10' span, 7'-7" minimum height, Model No. 1ALU1010 or approved equal. Include an underhung trolley.

Question 1 Set 24, dated April 19, 2017 is from **Pete Dunn,** Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

Regarding the following question from Addendum No 3, RCCI Set 15, Question 3:

"RCCI Question 3) Just above the SILL DETAIL is shown "TYPICAL MOUNTING DETAIL." This detail shows "EXPOSED FASTENERS" in light line weight. Are these existing fasteners? What is the spacing? NJ TRANSIT Response: The fasteners are proposed, not existing. Fastener spacing shall be as per the manufacturer's approved shop drawings."

RCCI Question No 1) The conventional drafting presentation for existing features is "light line weight"; while proposed features are heavy line weight. If these are proposed fasteners, they should be drawn **darker**.

Also shown in light line weight are what look to be the fasteners for the SILL FLASHING and the TRIM FLASHING. We now deduce that this light line weight is proposed as well. Is that correct? NJ TRANSIT RESPONSE: Response to follow via Addendum.

Questions 1-7, Set 2, dated April 24, 2017 are from Peter Egan, Vice President Estimating & Purchasing, Hall Construction Co., Inc., (HCCI), Howell, NJ:

Request for Information #2 Hall Construction Co., Inc. (Hall) has reviewed the Bid Documents for the above referenced project and has the following questions:

HCCI Question 1) Drawings ARC-30 and DS-STR-02 show Wall Type 1 with a 4'-'6" wide exposed sidewalk, and an additional 1'-6" wide surface below the curb line. However, drawings ARC-02, ARC-04, and ARC-17 only depict a 4'-6" sidewalk; this discrepancy also exists for Wall Type 3A, please advise. NJ TRANSIT RESPONSE: All Type 3 walls are changed to Type 3A. Refer to attached revised plans and elevations, ARC-02, ARC-03, ARC-05 and ARC-16.

The Following Drawings are issued with This Addendum:

- ARC 31 and 32(2 drawings);
- 2 ARC 16 (1 drawing);
- 3 AR 3 4 and 5 (3 drawings).

HCCI Question 2) Drawing ARC-02 calls out a +/- 152'-6" of Wall Type 3 to the left of Column Line 20, which overlaps with the match line shown on ARC-04 which shows +/- 153'-7" of Wall Type 3A. Please confirm these dimensions and wall types. NJ TRANSIT RESPONSE: : All Type 3 walls are changed to Type 3A. Refer to attached revised plans and elevations, ARC-02, ARC-03, ARC-05 and ARC-16.

The Following Drawings are issued with This Addendum:

- ARC 31 and 32(2 drawings);
- 2 ARC 16 (1 drawing);
- 3 AR 3 4 and 5 (3 drawings).

HCCI Question 3) The Swing Gate Schedule on Drawing ARC-34 references jamb detail 3/ARC-31 for multiple gates; this detail is missing from Drawing ARC-31, please advise. **NJ TRANSIT** RESPONSE: Refer to attached revised drawing ARC-31 for the jamb detail 3/ARC-31. The Following Drawings are issued with This Addendum:

- ARC 31 and 32(2 drawings):
- 2 ARC 16 (1 drawing);
- 3 AR 3 4 and 5 (3 drawings).

HCCI Question 4) The H2 swing gate shown on Drawing ARC-04 references jamb detail 12/ARC-31, however, the Swing Gate Schedule lists jamb Detail 6/ARC-31 for this door, please advise. NJ TRANSIT RESPONSE: The jamb detail for H2 is 12/ARC-31.

The Following Drawings are issued with This Addendum:

- ARC 31 and 32(2 drawings);
- 2 ARC 16 (1 drawing);
- 3 AR 3 4 and 5 (3 drawings).

HCCI Question 5) Swing gates H5 and H9 on Drawing ARC-34 references jamb detail 2/ARC-32; this detail is a door plan view and does not show construction details for the jamb, please advise. NJ TRANSIT RESPONSE: Refer to attached revised drawing ARC-32 for jamb detail for H5 and H9. HCCI Question 6) The scale noted for Details 2, 4 and 5 on Drawing STR-04 do not match actual dimensions listed, please advise. **NJ TRANSIT RESPONSE:** Change the scales to read as follows: Detail 2: ½" = 1'-0", Detail 4 and Detail 5: 1-1/2" =1"-0".

HCCI Question 7) Numerous subcontractors and suppliers have requested additional time to properly prepare their proposals. On their behalf Hall respectfully requests the bid due date be extended two weeks to afford Hall and their subcontractors/suppliers sufficient time to prepare the bid. **NJ TRANSIT RESPONSE:** Refer to Addendum 6, Item I.

Questions 1-4, Set 28, dated April 26, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RFI No RCC28 Thank you for the Addendum No 5.

RCCI Question No. 1.) The Drawings included in Addendum No 5 are not identified as being revised. Have any of them been revised? **NJ TRANSIT RESPONSE**: <u>Response to follow via Addendum.</u>

RCCI Question No. 2.) If they have not been revised for what reason are they included Addendum No. 5? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No. 3.) If they have been revised is there a log of the revisions such that we may be able to evaluate the effect of the revisions? **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

RCCI Question No. 4.) Would you please consider a postponement of two to three weeks? **NJ TRANSIT RESPONSE**: Refer to NJT's response Addendum No. 6, Item I.

Questions 1-4, Set 29, dated April 26, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ: RFI No RCC29

RCCI Question No. 1) Dwg DSL-UTL-02 shows requirement for 4 PRESRAY Hinged Watertight Hatch with Mechanical Seal. There also shows a detail of "4'6" x 5'-0" Presray Door." Is there a Model Number, Material thickness, etc for these doors? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No.2.) Dwg PL-ELE-18 shows conduit from a 24" x 24" x 12" Junction Box. Note 3 says "...RMC, TRANSITION TO CONCRETE ENCASED PVC ONCE CONDUIT IS IN THE GROUND." But the callout on the conduit run says "2-3" RMC (ONE SPARE) 4 - #350KCMIL & 1 - #4 GRD" Dwgs PL-ELE-26 & PL-ELE-27 say the same, but Dwg PL-ELE-28 says "2 - 3" PVC CONCRETE ENCASED..." Is it PVC?, RMC?, Concrete Encased? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No.3.) The above 3 drawings call for three (3) – "18" x 36" x 48" CONCRETE JUNCTION BOXE(es)" Is there a spec and/or detail for the boxes? Is there a spec or detail for the Casting if there is one? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No.4.) Dwg DS-STR-15 shows new Chain Link Fence and Gate. Is there a spec or a detail for the fence and gate? **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

Question 1 (Set 7) dated April 27, 2017 is from Varghese K. Kudiyil, Chief Estimator, DMR Construction Services, Inc. (DMRSCI), Waldwick, NJ

DMRSCI Set 7 Question 1) RFI NO: DMR – 07

RFI #DMR – 07

DMRSCI Question No 1) Please refer to Addendum #5, Question 1, Set 1 (RCCI Set 1 Q 1 Issued March 27,2017) on Page 1 of 22 and Question #3 (NRCI Set 1, dated April 6, 2017-Q 3 of 17) on Page 5 of 22 regarding Gantry Crane.

In order to clarify the Gantry Crane, we will need a Model Number if you have, the required Span, required height, Wheel Diameter, Flange width, need wheel lock, etc. The Capacity (1 Ton) has been provided. And also let us know as part of this if we have to provide any hooks and sling. Please review and advise. NJ TRANSIT RESPONSE: Refer to drawing DS-UTL-02: "THE CONTRACTOR SHALL FURNISH A PORTABLE ALUMINUM 1-TON CAPACITY GANTRY CRANE. PORTABLE CRANE MUST OFFER ADJUSTABLE HEIGHTS AND SPANS." The following is added to Section 14640, Paragraph 2.02 of the Technical Provisions: "C. Provide Spanco, A Series, 10' span, 7'-7" minimum height, Model No. 1ALU1010 or approved equal. Include an underhung trolley.

Questions 1-4, Set 3, dated April 27, 2017 are from Bruce Junge, Senior Estimator, Northeast Remsco Construction, Inc. (NRCI) Caldwell Marine International, LLC, Farmingdale, NJ

Mr. Delitto-

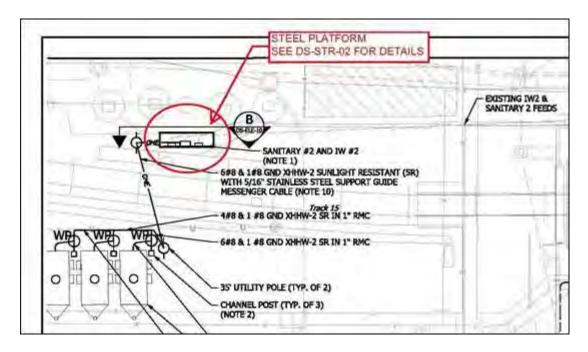
We are writing to respectfully request clarification to the following questions regarding the subject project for bid and specifically Addendum #5 which was received yesterday Wednesday, April 26, 2017:

NRCI Question No. 1) Please reference Addendum #5, Page 11 of 22 (RCCI Question #1 Set 22) in where the NJ Transit Response references a updated Specification 07410 will be provided. Please confirm when this specification will be provided to the bidders. NJ TRANSIT RESPONSE: New Specification Section 07410-FORMED METAL PANELS Revision 1 (Pages 07410-1 through 07410-12) is attached and included as part of this Addendum.

NRCI Question No.2.) Please reference Addendum #5 in where there are Fifty (50) questions from bidders that the NJ Transit Response references a future addendum for a response. Please confirm when the future Addendum will be issued. In the alternative with only four working days left before the scheduled bid date please confirm if the bid date will be extended. NJ TRANSIT RESPONSE: Refer to Addendum 6, Item I.

NRCI Question No.3.) Please reference Addendum #5, Page 7 of 22 NRCI Question #14 Set 1 in where the NJ Transit response is incorrect and misleading. The question requests the accurate location of the Water Treatment platform and the conditions therein. The NJ Transit response references Drawing PL-ELE-16 which is depicting the Building 8 Platform. Please provide an appropriate response. NJ TRANSIT RESPONSE: Refer to drawing PL-ELE-27 for the Water Treatment platform location.

NRCI Question No.4.) Please reference Addendum #5, Page 6 of 22 NRCI Question #12 Set 1 in where the NJ Transit response is incorrect and misleading. The question requests the Physical Location of the Proposed Industrial Waste Platform. However the NJ Transit Response incorrectly references PL-ELE-27 which is depicting the Water Treatment Plant. Please provide an appropriate response. NJ TRANSIT RESPONSE: Refer to drawing PL-ELE-09 for the Industrial Waste platform location. (See drawing PL-ELE-09 excerpt below).



Question 1, Set 30, dated May 1, 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RFI No RCC30

RCCI Question No.1) Addendum No 5, included Attachment B Signage. There are 4 types of signs required, What are the sign dimensions, (including the thickness of the aluminum sheet)? 2' x 3' x 1/8" be appropriate? **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

Questions 1-2, Set 8, dated May 1, 2017 are from Varghese K. Kudiyil, Chief Estimator, DMR Construction Services, Inc. (DMRSCI), Waldwick, NJ RFI #DMR – 08

DMRSCI Question 1) Specification Section 10561, 1.01.A indicates that the Open Mesh Security Cabinets to be installed in Building 3. But the drawing for Building 3 has no indication of these Cabinets. It will also be beneficial if we can get a model number of a specific manufacturer and the quantity to be installed in Building 3. NJ TRANSIT RESPONSE: Response to follow via Addendum.

DMRSCI Question 2) Specification Section 10561, 1.01.B and C indicate that the Bulk Storage containers For DEPLOYED PUMPS to be placed in building 12 and the pallets to be stored in building 12. The drawing for building 12 has been deleted from the INDEX OF DRAWINGS. On drawing ARC-

01 there is an indication that BUILDING #12 N.I.C. Please clarify. **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

Questions 1-3, Set 31, dated May 2, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ: RFI No RCC31

RCCI Question No.1) Spec Section 07130 ELASTOMERIC SHEET WATERPROOFING at 3.02, D. says "Vertical Surfaces: Install membrane vertically in heights to 8 feet. Lap seams 2 ½"...." The heights of installation on the walls of this project seem to be

- · Height of 1'-6" +/- as shown on 4/ARC-39
- Height of 4'-11" as shown on 1/ARC-35

NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No. 2.) Drawing ARC-09 bottom center call out "SEAL 241'-0" (12) VERTICAL WALL JOINTS AND CONTINUOUS SILL JOINT". Just below that call out is this call out "WATERPROOF MEMBRANE WALL PROTECTION (EXTERIOR) SEE 4/arc-39" Detail 4/arc-39 seems to show the "sill". Are these two call outs a repeat of the "sill" waterproofing? When it is saying "WATERPROOF MEMBRANE" may we interpret that as "SELF ADHERED SHEET WATERPROOFING MEMBRANE"? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No.3.) Drawings ARC-10 & ARC-11 at the bottom show call outs for WATERPROOF MEMBRANE WALL PROTECTION in several locations. May we interpret this as "SELF ADHERED SHEET WATERPROOFING MEMBRANE"? NJ TRANSIT RESPONSE: Response to follow via Addendum.

Question 1, Set 32, dated May 3, 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RFI No RCC32

RCCI Question No.1) Dwg DS-STR-06 bottom left 6/STR-06 shows "SECTION-TYPE 1 CONNECTION". Top right corner at "ELEVATION DOOR PANEL IN CLOSED POSITION", along the left side HSS8 member says "TYPE 1 AND OTHER SIMILAR CONNECTIONS". Please advise which sluice gates require the TYPE 1 CONNECTIONS. NJ TRANSIT RESPONSE: All gates require Type 1 connections for the HSS, except where shown otherwise in the details on drawings DS-STR-07 and DS-STR-08.

Questions 1-2, Set 33, dated May 3, 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RFI No RCC33

RCCI Question No.1) 1. Dwg DS-UTL-02 bottom right at "SECTION C-C" to the right of C-C says "REMOVE EXISTING CONCRETE." Please advise is the existing lift station slab 7'-4" x 7'-4" independent from the existing 10" pavement or are they monolithic? NJ TRANSIT RESPONSE: <u>The existing concrete slabs shown are surrounded by asphalt paving or ballast stone. They are not monolithic.</u>

RCCI Question No.2. May we assume that the lift stations may be de-activated (one at a time) while the slab is demolished? For the protection of the pump(s) it might be advisable to remove them during demolition, is this acceptable? NJ TRANSIT RESPONSE: Yes. Deactivations must be coordinated with NJ Transit MMC Operations. If not we could provide method to 'catch' the debris. Please advise. NJ TRANSIT RESPONSE: Yes, it is acceptable when approved by NJT MMC Operations. Otherwise, pumps must be kept running and protected during construction..

Questions 1-2, Set 34, dated May 3, 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RFI No RCC34

RCCI Question No.1) Addendum No 5 recently revised the Bid Proposal Form by adding new Item 100 1 ALW Lead Paint Remediation \$10,000. It seems now that Addendum No 7 which we just now received has 'revised' Bid Proposal Form by deleting the recently added Item 100. Was it your intention to add it and then delete it? NJ TRANSIT RESPONSE: The revised Bid Proposal Form now includes the \$10,000.00 Lead Paint Remediation Allowance which should be located in Division 2-. Also, Refer to ITEM I Above: NOTE: Due to Technical Difficulties, each bidder must download another new .ebs bidx proposal forms. NOTE: This new download supercedes the .ebs form issued in Addendum No.7.

RCCI Question No.2) Bid Item 170 is Concrete Ramps 105 SF. Please indicate where are the ramps. NJ TRANSIT RESPONSE: Ramp on Dwg ARC-02, detail on ARC-28

Questions 1-2, Set 2, dated May 4, 2017 are from Jeffrey P. Michelini, Program Manager, IEW Construction Group, Inc. (IEWCG), Hamilton, NJ:

IEWCG Question 1) I want to bring your attention to the DBE goal for the project that has been set at 21%. The project rating was published at 10-15 million. This scope of work for this project has very high percentage of specialty flood door work that must be contracted to vendors specified on the contract bidding documents. None of these specified suppliers/installers are DBE firms. We respectfully request that NJ Transit exclude the Specialty items of work from the DBE goal calculation for this project. At this time we do not believe the goals are achievable based on the current subcontracting opportunities that this project provides. NJ TRANSIT RESPONSE: NJ TRANSIT response to follow via Addendum.

IEWCG Question 2) Additionally, we would like to bring your attention to our initial calculation that we have valued this project well over the 10-15 million project. **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

This concludes Addendum No 8. Bidders must acknowledge receipt of this addendum on the acknowledgment of receipt of addendum with your e-bid submission.

Sincerely,

Robert Delitto

Managing Contract Specialist

Robert Delitte

Contracts/Division of Procurement E mail: RDELITTO@NJTRANSIT.COMFax(973)491-7597

CC: W. Schenkel/W. Wong/J. Barricella-HNTB/F.Grigni-JEG/J-Rush-Gilbert/J. ladanza/Bid Desk/IFB File

List of Documents issued with Addendum No.8:

1) New Specification Section 07410-FORMED METAL PANELS Revision 1 (Pages 07410 through 07410-12);

The Following Drawings are issued with This Addendum:

- 4 ARC 31 and 32(2 drawings);
- 5 ARC 16 (1 drawing);
- 6 AR 3 4 and 5 (3 drawings).

SECTION 07410 FORMED METAL WALL PANELS

1.01 SUMMARY

- A. Section Includes:
 - 1. Exposed-fastener, lap-seam corrugated metal wall panels.
 - 2. Concealed fastener metal wall panel system.
 - 3. Refer to Section 07421 Metal Composite Material Wall Panels for infill panels within storefront system.

1.02 RELATED SECTIONS

- A. Section 07210 Building Insulation
- B. Section 07620 Flashing and Sheet Metal
- C. Section 07910 Preformed Joint Seal

1.03 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site at a minimum of 14 days prior to start of work.
- B. Examine support conditions for compliance with requirements, including alignment between and attachment to structural members.
- C. Review flashings, special siding details, wall penetrations, openings, and condition of other construction that affect metal panels

1.04 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.
- B. Shop Drawings:

- 1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
- 2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 1-1/2 inches per 12 inches.
- C. Samples for Verification: For each type of exposed finish, prepared on Samples of size indicated below:
 - 1. Metal Panels: 12 inches long by actual panel width. Include fasteners, closures, and other metal panel accessories.

1.05 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- C. Field quality-control reports.
- D. Sample Warranties: For special warranties.

1.06 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal panels to include in maintenance manuals.

1.07 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who have documented experience in performing similar work and are trained and approved by manufacturer.
- B. Manufacturer Qualifications: Approved manufacturer listed in this Section with documented experience in manufacture of similar products in successful use in similar applications.
- C. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
 - 1. Build mockup of typical metal panel assembly as shown on Drawings, including supports, attachments, and accessories.
 - 2. Water-Spray Test: Conduct water-spray test of metal panel assembly mockup, testing for water penetration according to AAMA 501.2.

 Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.
- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.
- D. Retain strippable protective covering on metal panels during installation.

1.09 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

1.10 COORDINATION

A. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leak proof, secure, and noncorrosive installation.

1.11 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a) Structural failures including rupturing, cracking, or puncturing.
 - b) Deterioration of metals and other materials beyond normal weathering.
 - 2. Warranty Period: Two years from date of Final Acceptance.

- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b) Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c) Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Final Acceptance.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E 1592:
 - 1. Wind Loads: As indicated on structural Drawings.
 - 2. Other Design Loads: As indicated on Structural Drawings.
 - 3. Deflection Limits: For wind loads, no greater than 1/180 of the span.
- B. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. when tested according to ASTM E 283 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 1.57 lbf/sq. ft.
- C. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E 331 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 2.86 lbf/sq. ft.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F material surfaces

2. Provide thermal blankets, form insulation, etc. as necessary for cold-weather concrete placement.

2.02 EXPOSED-FASTENER, LAP-SEAM CORRUGATED METAL WALL PANELS

- A. General: Provide factory-formed metal panels designed to be field assembled by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps. Include accessories required for weathertight installation.
- B. Corrugated-Profile, Exposed-Fastener Metal Wall Panels. Formed with alternating curved ribs spaced at 2.67 inches o.c. across width of panel.
 - 1. Manufacturers:
 - a) Centria
 - b) ATAS International, Inc.
 - c) Alcoa Architectural Products.
 - d) Englert, Inc.
 - e) Or, Engineer's Approved Equal.
 - Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A 653, G90 coating designation, structural quality. Pre-painted by the coil-coating process to comply with ASTM A 755/A 755M.
 - a) Nominal Thickness: 0.022 inch
 - b) Exterior Finish: Two-coat fluoropolymer
 - c) Color: As selected by Architect from manufacturer's full range

2.03 CONCEALED FASTENER METAL WALL PANEL SYSTEM

- A. Manufacturers:
 - 1. Basis of Design: Centria
 - MBCI
 - 3. Metal Span
 - 4. Or approved equal
- B. Metallic-Coated Steel Face Sheet: Coil-coated, ASTM A 755/A 755M.
 - 1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Class Z275), structural steel.
 - 2. Face Sheet: Minimum 0.036 inch/20 gage nominal uncoated thickness.
 - Surface: Smooth.

- 4. Flush-joint profile with raised flat pan with single centered stiffener bead
 - a) Basis of Design Product: CENTRIA, IW-14A.
 - b) Panel Coverage: 12 inches.
 - c) Panel Height: 1.50 inches .
 - d) Panel Length: match existing
- 5. Metal Wall Panel Backup System: Refer to Division 07 Section "Insulated-Composite Metal Wall Backup Panel."
- 6. Extruded Trim: Manufacturer's complementary aluminum extrusions for head, jamb, sill, base, flush, reveal, inside and outside corner, endwall, and expansion joint details. Finish to match metal wall panels.
- 7. Basis of Design: CENTRIA, Microline Extrusions, or approved equal
 - Mitered Corners: Structurally-bonded horizontal interior and exterior trimless corners matching metal wall panel material, profile, and factory-applied finish, fabricated and finished by metal wall panel manufacturer.
- 8. Welded, riveted, fastened, or field- fabricated corners do not meet the requirements of this specification.
 - a) Basis of Design: CENTRIA, MicroSeam Corners, or approved equal
- 9. Formed Flashing and Trim: Match material, thickness, and color of metal wall panels.

C. SECONDARY METAL SUBGIRT FRAMING

- Miscellaneous Framing Components, General: Cold-formed metalliccoated steel sheet, ASTM A 653/A 653M, G90 (Z180).
 - a) Hat Channels: 0.053 inch/16 ga. minimum.
 - b) Sill Channels: 0.053 inch/16 ga. minimum.

2.04 MISCELLANEOUS MATERIALS

A. Miscellaneous Metal Subframing and Furring: ASTM C 645, cold-formed, metallic-coated steel sheet, ASTM A 653/A 653M, G90 coating designation or ASTM A 792/A 792M, Class AZ50 aluminum-zinc-alloy coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.

- B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
 - 1. Closures: Provide closures at eaves and rakes, fabricated of same metal as metal panels.
 - 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
 - Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inchthick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills, jambs, corners, endwalls, framed openings, rakes, fasciae, parapet caps, soffits, reveals, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- D. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.
- E. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
 - Sealant Tape: Pressure-sensitive, 100 percent solids, gray
 polyisobutylene compound sealant tape with release-paper backing.
 Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2
 inch wide and 1/8 inch thick.
 - 2. Joint Sealant: ASTM C 920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.
 - Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.
 - 4. Flashing Tape: 4-inch wide self-adhering butyl flashing tape.

2.05 FABRICATION

A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill

indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.

- B. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- C. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.
 - Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
 - 2. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
 - 3. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
 - 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
 - 5. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
 - a) Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal wall panel manufacturer for application but not less than thickness of metal being secured.

2.06 FINISHES

- A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Corrugated Steel Panels and Accessories:

- Three-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
- Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil
- D. Concealed Fastener Metal Wall Panel System:
 - Fluoropolymer Two-Coat Corrosion and Abrasion Resistant System:
 3.0 mil primer with 0.8 mil 70 percent PVDF fluoropolymer color coat.
 - Basis of Design: Exterior Finish: CENTRIA Versacor Ultra PF (or approved equal).
 - b) Interior Finish: Manufacturer's standard.
 - Color:
 - a) Exterior Surface: Match Architect's custom color.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.
 - Examine wall framing to verify that girts, angles, channels, studs, and other structural panel support members and anchorage have been installed within alignment tolerances required by metal wall panel manufacturer.
 - 2. Examine wall sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal wall panel manufacturer.
 - 3. Examine insulation back up panels. Install in accordance with requirements of Section 07210 Building Insulation.
- B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Miscellaneous Supports: Install sub-framing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

3.03 SECONDARY FRAMING INSTALLATION

A. Secondary Metal Subgirt Framing: Install secondary metal framing components to tolerances indicated, as shown on approved shop drawings. Install secondary metal framing and other metal panel supports per ASTM C 1007 and metal wall panel manufacturer's recommendations.

3.04 METAL PANEL INSTALLATION

- A. General: Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 1. Shim or otherwise plumb substrates receiving metal panels.
 - Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
 - 3. Install screw fasteners in predrilled holes.
 - 4. Locate and space fastenings in uniform vertical and horizontal alignment.
 - 5. Install flashing and trim as metal panel work proceeds.
 - Locate panel splices over, but not attached to, structural supports.
 Stagger panel splices and end laps to avoid a four-panel lap splice condition.
 - 7. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
 - 8. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.

B. Fasteners:

 Steel Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.

- C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.
- D. Lap-Seam Metal Panels: Fasten metal panels to supports with fasteners at each lapped joint at location and spacing recommended by manufacturer.
 - 1. Lap ribbed or fluted sheets one full rib. Apply panels and associated items true to line for neat and weathertight enclosure.
 - 2. Provide metal-backed washers under heads of exposed fasteners bearing on weather side of metal panels.
 - Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
 - 4. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes.
 - Flash and seal panels with weather closures at perimeter of all openings.

E. Watertight Installation:

- Apply a continuous ribbon of sealant or tape to seal lapped joints of metal panels, using sealant or tape as recommend by manufacturer on side laps of nesting-type panels; and elsewhere as needed to make panels watertight.
- 2. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
- 3. At panel splices, nest panels with minimum 6-inch end lap, sealed with sealant and fastened together by interlocking clamping plates.
- F. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
 - Install components required for a complete metal panel system including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by metal wall panel manufacturer; or, if not indicated, provide types recommended by metal panel manufacturer.
- G. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that are permanently watertight.

- Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and achieve waterproof performance.
- 2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

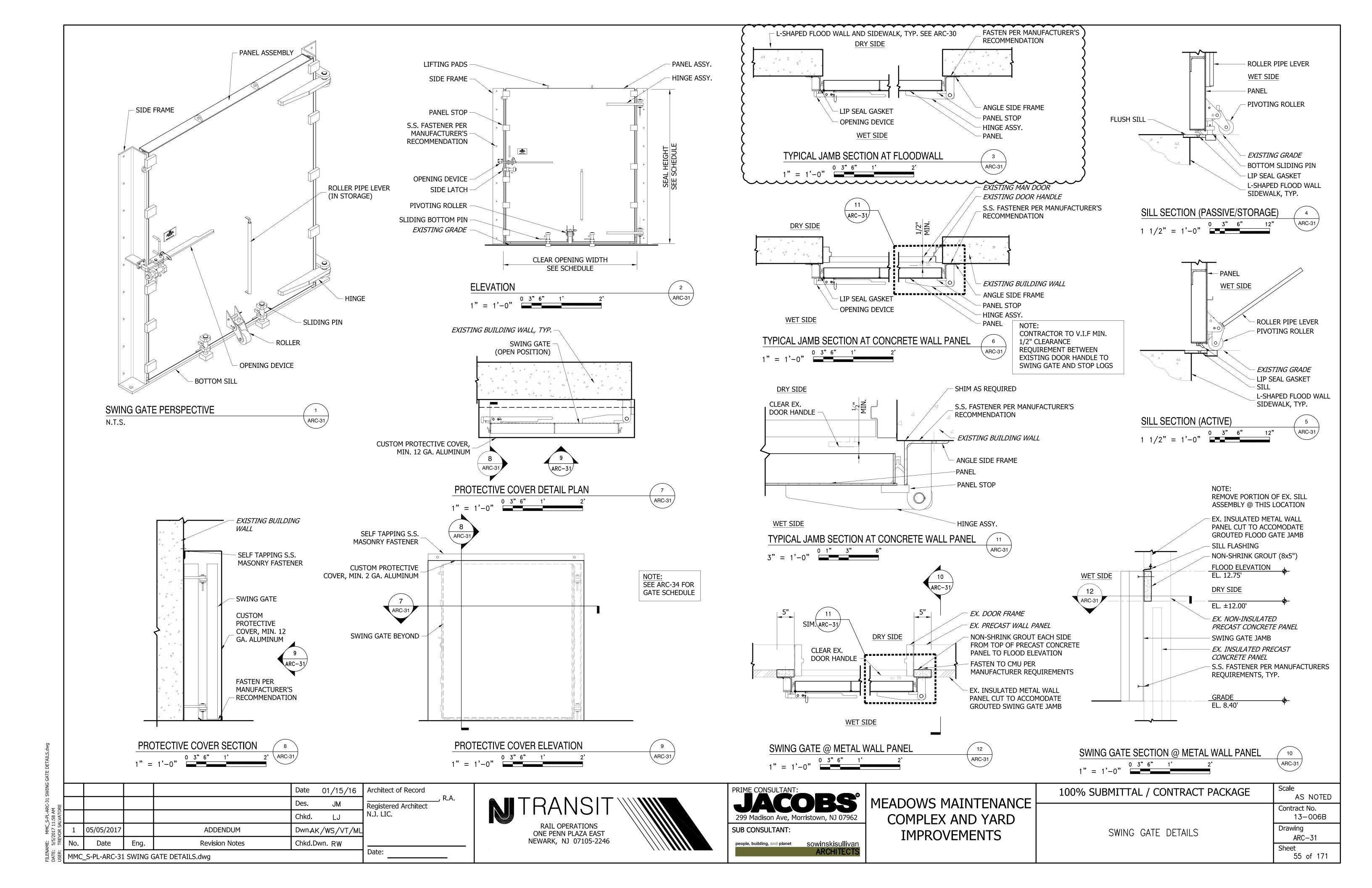
3.05 FIELD QUALITY CONTROL

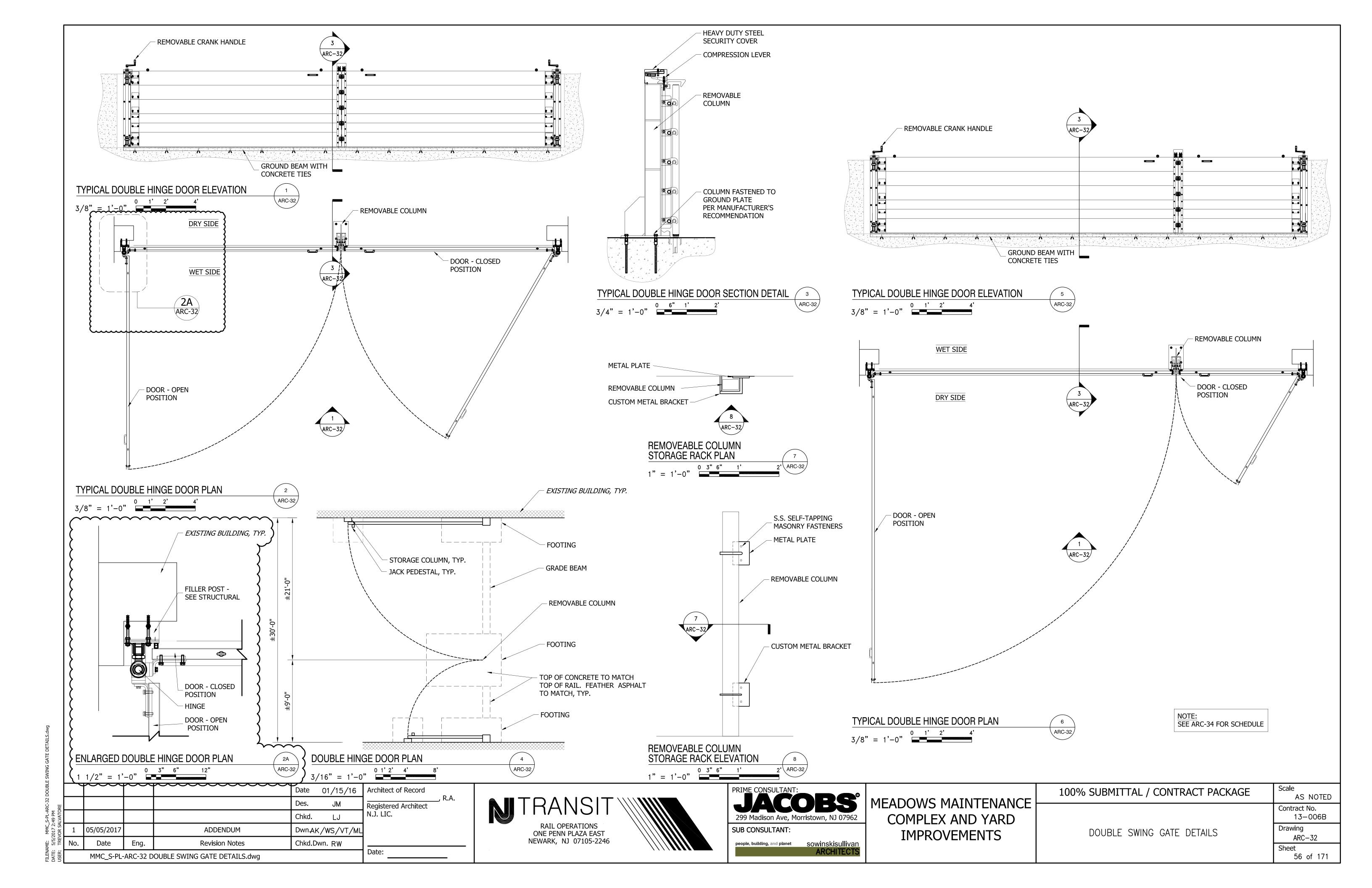
- A. Water-Spray Test: After installation, test area of assembly shown on Drawings water penetration according to AAMA 501.2.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect completed metal wall panel installation, including accessories.
- C. Remove and replace metal wall panels where tests and inspections indicate that they do not comply with specified requirements.
- D. Additional tests and inspections, at Contractor's expense, are performed to determine compliance of replaced or additional work with specified requirements.
- E. Prepare test and inspection reports.

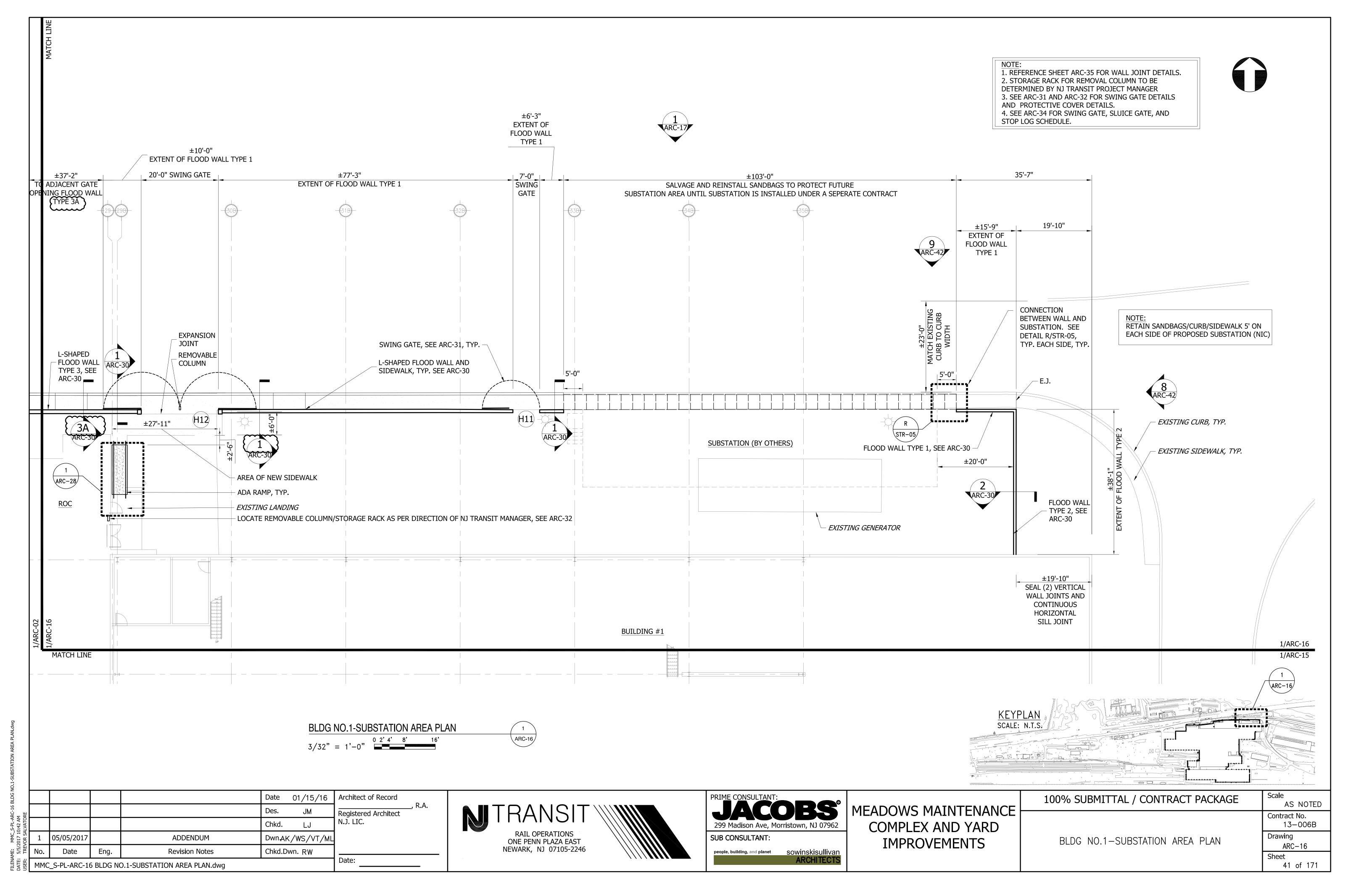
3.06 CLEANING AND PROTECTION

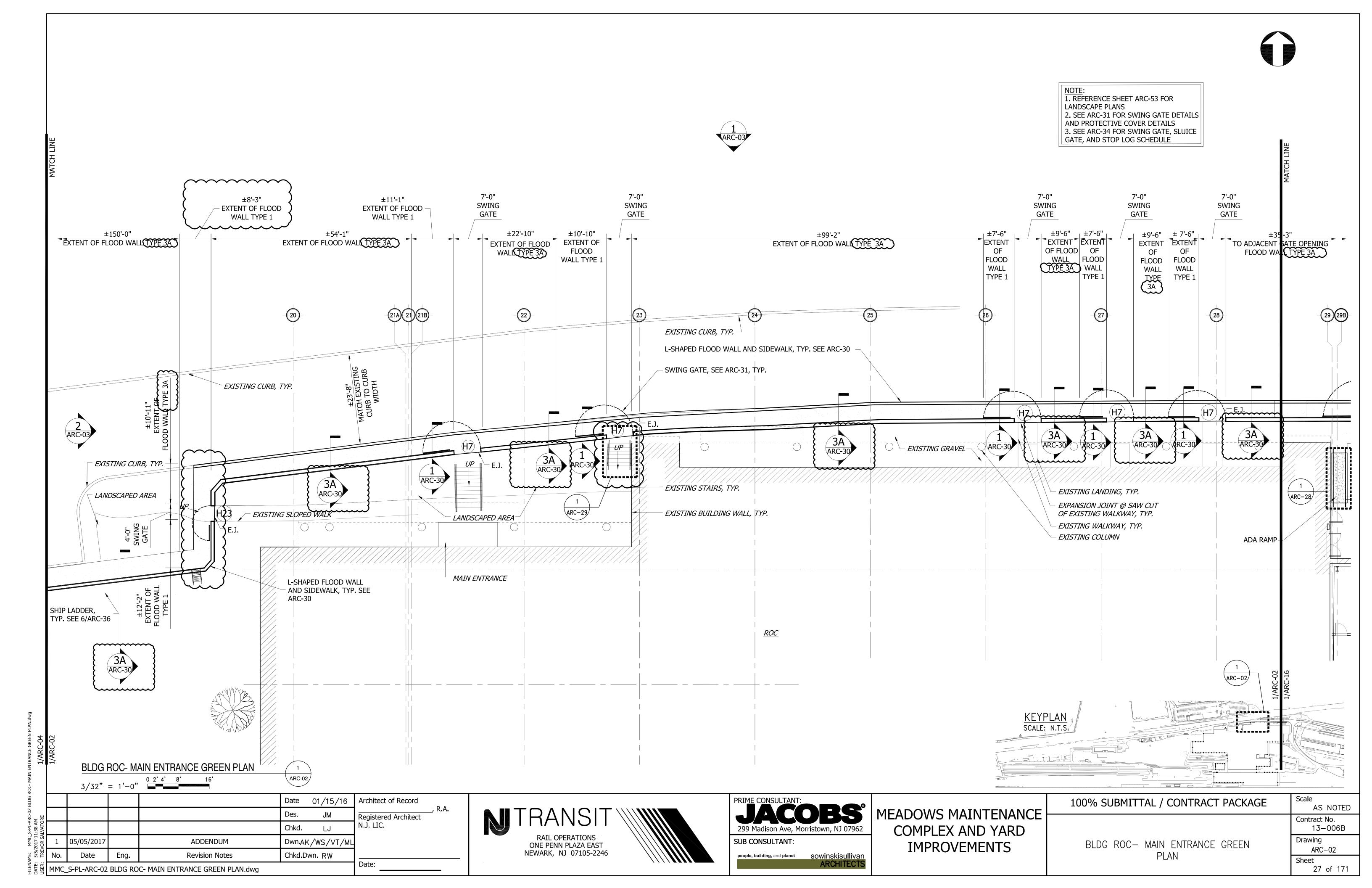
- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.
- B. After metal panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.
- C. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

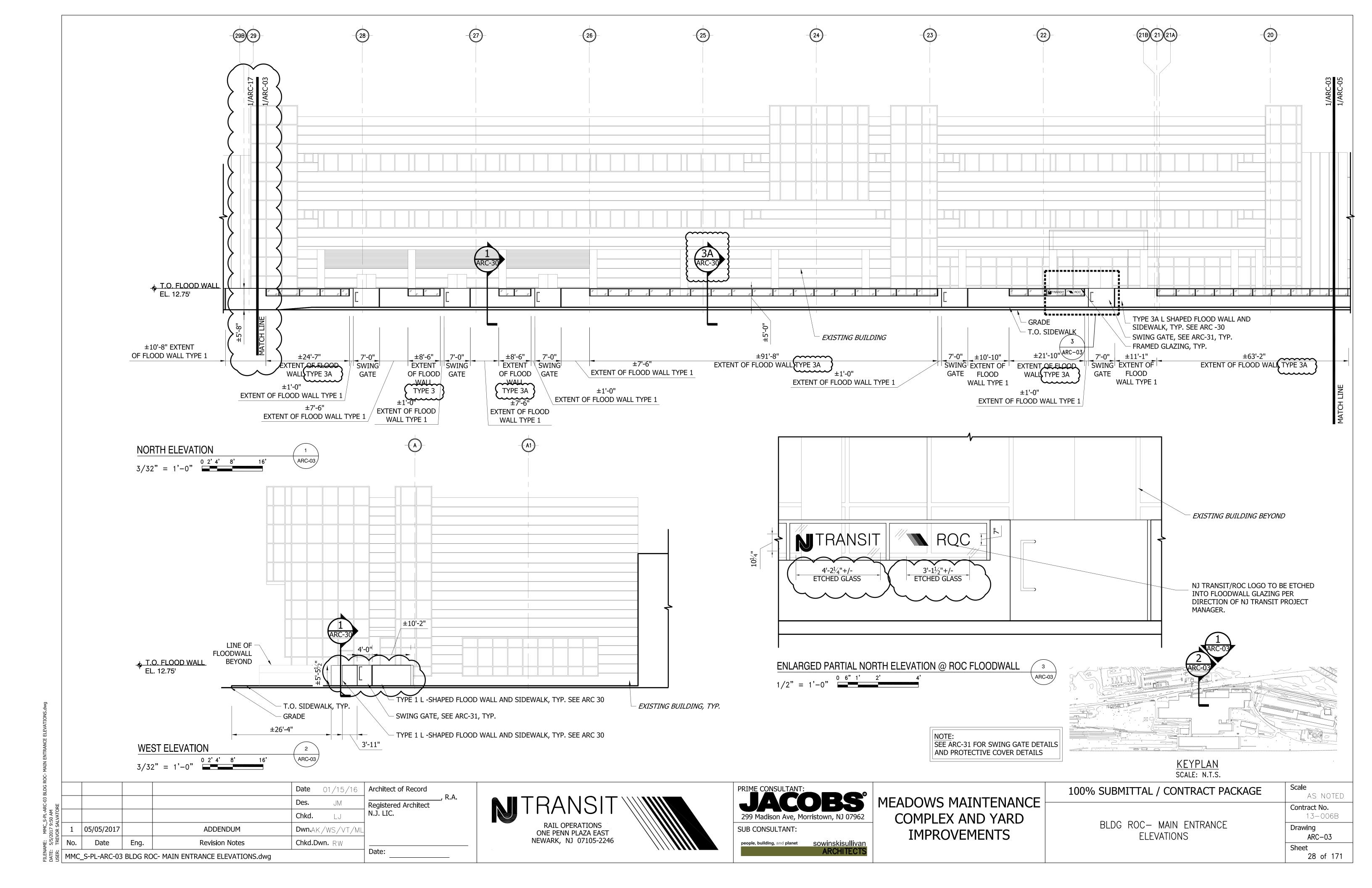
END OF SECTION

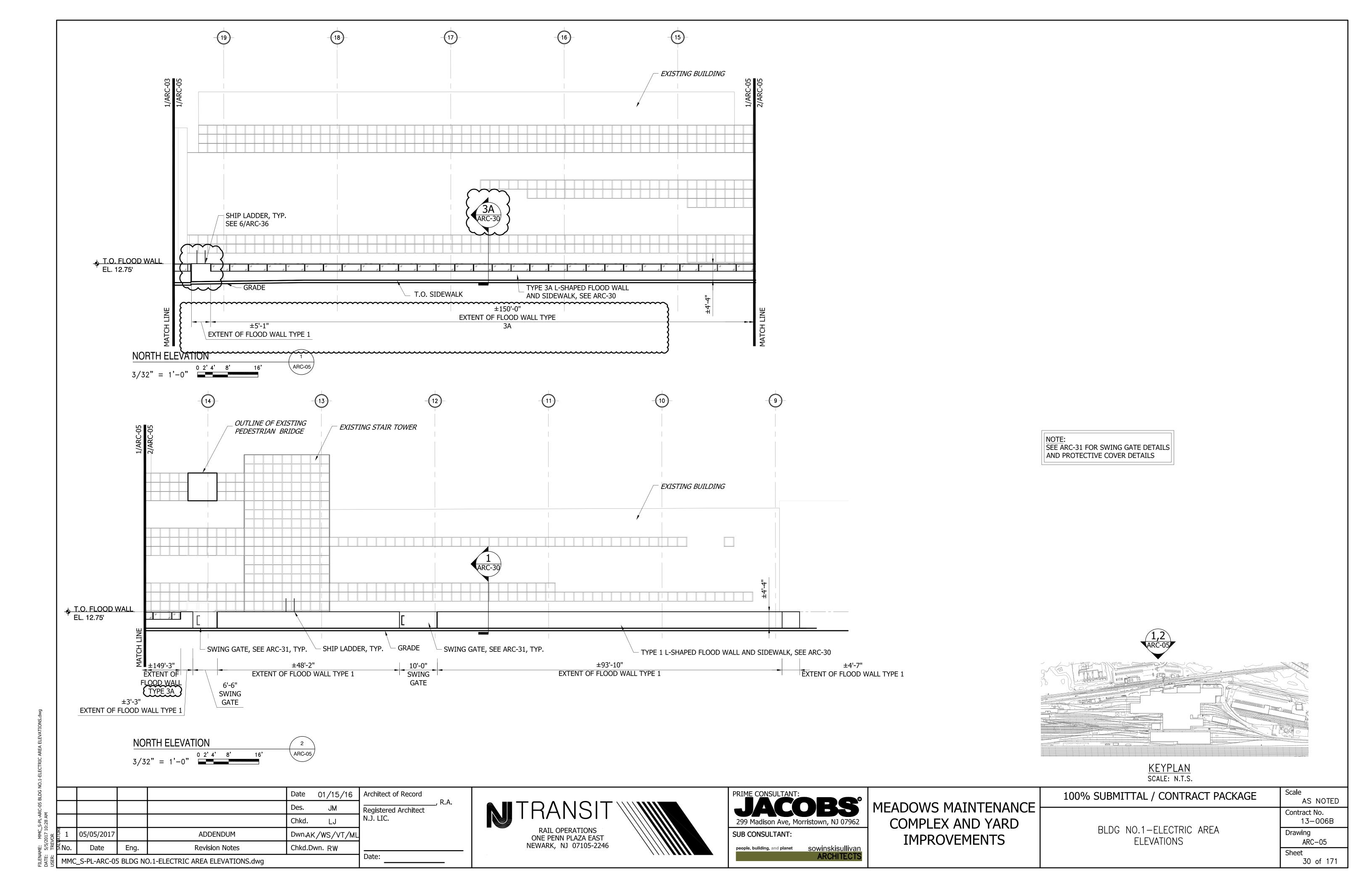












Chris Christie, Governor Kim Guadagno, Lieutenant Governor Richard T. Hammer, Commissioner Steven H. Santoro, Executive Director



May 2, 2017

RE: INVITATION FOR BID NO.17-006X Construction of Permanent Site Flood Protection Measures to Protect NJTRANSIT'S Meadows Maintenance Complex (MMC) and Rail Operations Center (ROC), Kearny, NJ Addendum No.7

To whom it may concern:

The following constitutes Addendum No. 7 and must be acknowledged by each Bidder acknowledging receipt of addendum with your e-bid submission. Failure to do so may render a bid as non-responsive.

ITEM#I- THE FOLLOWING IMPORTANT INFORMATION APPLIES TO THIS PROCUREMENT:

NOTE: Due to Technical Difficulties, each bidder must download another new .ebs bidx proposal forms. NOTE: This new download supercedes the .ebs form issued in Addendum No.6.

ITEM#II: Incorporate the following question/request for information along with NJ Transit's responses (underlined):

Question 1, Set 1, dated March 27. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) We have been searching for technical data to forward to the vendor for Item 0240 Gantry Crane. We have the specification Section 14640 Gantry Crane. Three potential vendors are named on page 2 at 2.01, A. Could you please provide a Model Number, or a size, or a capacity? NJ TRANSIT Response: Response to follow via addendum.

Questions 1-3, Set 2, dated March 27. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-03 shows SECTION 3/ARC-30. Referring to Drawing ARC-30; SECTION 3 shows the "GLASS WALL" on top of the concrete wall. A detail for the GLASS WALL is identified as 2/ARC-39. Referring to Drawing ARC-39; DETAIL 2 shows the GLASS WALL 2'-0" high above the top of the concrete wall. The glass is held in an aluminum frame Please describe how the aluminum frame is to be fabricated to hold the components together. Please describe the anchors required to anchor the frame to the concrete wall? ? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 2) Now, going back to 3/ARC-30. There appears a note "SEE STRUCTURAL DRAWINGS FOR DETAILS, TYP." Searching the structural drawings we find on Drawing DS-STR-02 top left corner "LWALL" – TYPE 1 (SHOWN) TYPE 3 & 3A (SIMILAR)." At the top of this detail is shown a dimension line from EL. 12.75 at the top of the wall to EL. 10.75 two feet below the top of wall. A note on the dimension line says "SEE PLAN AND 'GLASS TOP ALTERNATE' FOR TYPE 3 AND 3A WALLS." So, just to the left of this detail is shown the "GLASS TOP ALTERNATE FOR TYPE 3, 3A AND 4 WALLS." This detail shows the GLASS and the ALUMINUM FRAME. The detail further describes a BLOCKOUT the size as of the manufacturers recommendation. So it appears that the aluminum frame has the 'posts' embedded in the top of the wall. However this BLOCKOUT or recess is not shown on ARC-39.

- A. Is the GLASS WALL truly ALTERNATE? ? NJ TRANSIT Response: Response to follow via addendum
- B. If so, who determines which Alternate on which to bid ? NJ TRANSIT Response: Response to follow via addendum
- C. What is the correct anchoring method. ? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 3) Is the ALTERNATE applicable to all Type 3, 3A, and 4 walls? ? NJ TRANSIT Response: Response to follow via addendum

Questions 1-2, Set 6, dated March 29. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE ¼" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-2, Set 7, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE 1/4" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-4, Set 8, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

The following questions are numbered and correspond to the numbers on the attached excerpts of the drawing:

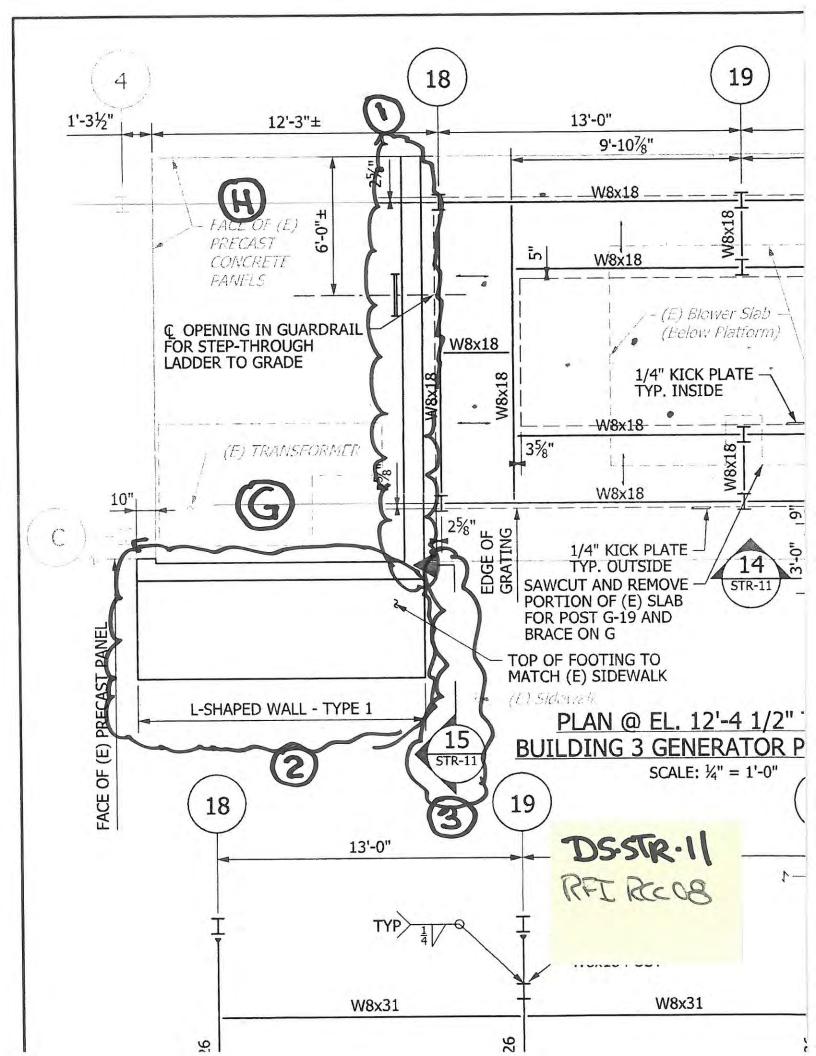
RCCI Question 1) On Drawing DS-STR-11 this long, narrow rectangle looks like it might be part of a wall. We cannot find any description of it. Please advise what is it? NJ TRANSIT Response: NJ TRANSIT RESPONSE:

RCCI Question 2) On Drawing DS-STR-11.this is designated as "L-SHAPED WALL - TYPE 1", and refers to **15/STR-11**. **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 3) **15/STR-11** looks a little bit like an "L WALL – TYPE 1" but does not show the shear key at the bottom nor does it show the raised curb. So should it maybe be an "L WALL TYPE 3A"? **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 4) Can you advise where we may find additional information about the size, shape, thickness and type of the existing pavement? **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-4, Set 8, dated March 30. 2017 correspond to the numbers on the attached excerpts of the following two drawings:



Questions 1-4, Set 9, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) On Drawing ARC-31 lower right hand side SWING GATE SECTION @ METAL WALL PANEL contains a note at the top saying "NOTE: REMOVE PORTION OF EX. SILL AT THIS LOCATION." What sill? What location? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 2) On Drawing ARC-31 upper right hand side at the detail "SILL SECTION (PASSIVE/STORAGE" seems to show the swing gate lowered down onto the FLUSH SILL; while the detail "SILL SECTION (ACTIVE)" seems to show the PIVOTING ROLLER engaged and the gate raised off the FLUSH SILL. Are the titles reversed? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 3) On Drawing ARC-34 at the SWING GATE SCHEDULE gates H5, H9, and H12 show in the SILL column to refer to **3/ARC-32**. Detail 3/ARC-32 seems not to shown SILL information. Is the SILL information somewhere for gates H5, H9, and h12? **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 4) Drawing DS-STR-04 bottom left hand side of drawing shows **SECTION 3 ELEVATION**. In this detail shows "HI-RAIL CROSSING SYSTEM." The HI RAIL panels come in 3' long panels. Should the panels be cut to match the width of the GRADE BEAM or should the full 3' panel be used overlapping the GRADE BEAM by 1 foot on each side? **NJ TRANSIT Response: Response to follow via addendum**

Question 1, Set 14 dated March 31. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1). Drawing DS-STR-16 shows "1'-0" DRILLED SHAFTS and "2'-0" DRILLED SHAFTS" at various locations. At top center of drawing says "NOTE: SEE DRAWING DS-STR-05 FOR DETAILS NOT SHOWN HERE." Referring to DR-STR-05 upper right corner "SECTION 23/STR-05" shows rebar info for 18" DIA SHAFT and for 12" DIA SHAFT. There is no info shown for "24" DIA SHAFT." Is the 18" dia. shaft info intended to be 24" dia. shaft info? Please advise. NJ TRANSIT Response: Response to follow via addendum

Questions 1-4 Set 21, dated April 6, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-D06 indicates a section cut through the wall 1/ARC-D10. Referring to 1/ARC-D10 it shows Removal of the EIFS from the First Reveal down to the CMU Substrate. Drawing ARC-11 shows that the replacement of this EIFS will be with "CORRUGATED METAL PANEL" installed after Waterproofing of the CMU. Drawing ARC-11 also shows a section cut through the wall 1/ARC-35. This Section 1/ARC-35 shows the replacement panel as "CORRUGATED METAL PANEL, TYP.". On the same drawing Sections 2, 3, and 4/ARC-35 show the replacement panel as "1½" METAL PANEL, TYP". At 1½" thick, it could be assumed that the panels will be "insulated" metal panels. Would that be a correct assumption? NJ TRANSIT RESPONSE:_Response to follow via Addendum.

RCCI Question 2). The Section 4/ARC-35 is labeled as "SILL DETAIL" and it shows the WATERPROOFING MEMBRANE "continuing below grade by 6" and covered with "5/16" FIBER CEMENT PROTECTIVE BOARD". The South wall of the building seems to have Field Ballast" adjacent, so removal and replacement of the ballast is not an issue. However on the West and East walls there seems to be a sturdy concrete slab adjacent to the wall. Is it your intention to chop up the concrete slab in order to install the "underground" waterproofing? **NJ TRANSIT RESPONSE**: **Response to follow via Addendum.**

RCCI Question 3) Drawing DS-STR-01 at GENERAL NOTE 2. B. d. says "STRUCTURAL STEEL...SHALL BE HOT DIP GALVANIZED..." Drawing ARC-11 lower right corner has a callout "GIRT TYPICAL BETWEEN ALL COLUMNS ON T (13 LOCATIONS) SEE SECTION 13 DS-STR-10. These girts and connections are all interior; is galvanizing required for indoor steel? **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

RCCI Question 4) SECTION 12 DS-STR-10 shows 2 new interior columns for the Sluice Gates at Door 29 and Door 34 (TRACK 18, Wheel True). Is galvanizing required for this interior steel? **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

Question 1 Set 24, dated April 19, 2017 is from **Pete Dunn,** Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

Regarding the following question from Addendum No 3, RCCI Set 15, Question 3:

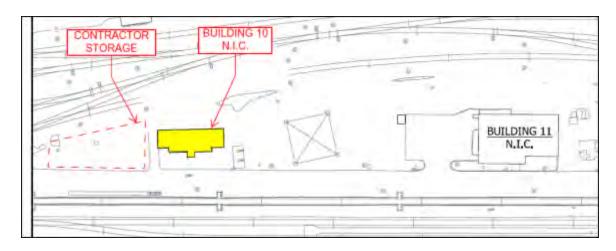
"RCCI Question 3) Just above the SILL DETAIL is shown "TYPICAL MOUNTING DETAIL." This detail shows "EXPOSED FASTENERS" in light line weight. Are these existing fasteners? What is the spacing? NJ TRANSIT Response: The fasteners are proposed, not existing. Fastener spacing shall be as per the manufacturer's approved shop drawings."

RCCI Question No 1) The conventional drafting presentation for existing features is "light line weight"; while proposed features are heavy line weight. If these are proposed fasteners, they should be drawn **darker**.

Also shown in light line weight are what look to be the fasteners for the SILL FLASHING and the TRIM FLASHING. We now deduce that this light line weight is proposed as well. Is that correct? **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

Questions 1-6, Set 27, dated April 24, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question No. 1) Special Provisions page 10 at 4.2.18 designates Contractor Storage Locations. Please advise where is Building #10? NJ TRANSIT RESPONSE: <u>Building 10 is</u> shown on the west side of drawing ARC-01A.



RCCI Question No. 2.) Drawings CS-02 and CS-03 show some areas outlined with a dark broken line labeled "LIMIT OF DISTURBANCE." Are these outlines to be interpreted as Silt Fence? **NJ TRANSIT RESPONSE: Yes.**

RCCI Question No. 3.) Spec SECTION 07130, page 4 at 3.03 PREFABRICATED DRAINAGE SHEET says "Vertical Surfaces: Install rolls of vertical drainage sheet over the completed membrane..." Is it correct to interpret that this drainage sheet is not required on this project? NJ TRANSIT RESPONSE: The prefabricated drainage sheets are not required. Omit 3.03 from Section 07130.

RCCI Question No. 4.) On the BIDDERS PROPOSAL at Item 0210 Cable Seals there is a quantity of 96 EA. Where can we find the size, location and characteristics of these cable seals? NJ TRANSIT RESPONSE: The cable seal locations, quantities and sizes are shown on the UTL-XX series of drawings. The seals shall be as manufactured by Roxtec or approved equal, as specified in Section 7840 of the Technical Provisions.

RCCI Question No. 5.) "WALL PENETRATIONS" are shown on Dwgs ARC-06, ARC-07, ARC-08, ARC-09, ARC-10, ARC-11, ARC-13, ARC-14 and ARC-15. Many of these PENETRATIONS are shown in the photographs on Dwgs ARC-43, ARC-44, ARC-45. Very many of the photographs show a note "SEAL WALL PENETRATIONS SEE TYPICAL PENETRATION DETAILS DWG ARC-35." Looking at "6/ARC-35 TYPICAL WALL PENETRATIONS SEAL", it shows an "ESCUTCHEON COVER PLATE; ALUMINUM, SIZE VARIES1/4" THICK, SELF-TAPPING MASONRY ANCHOR." In most cases this would need be a two piece cover plate because there are devices (faucets, electrical fittings, valves, etc.) which would preclude slipping the escutcheon onto the existing pipe or conduit. Is that what is expected? NJ TRANSIT RESPONSE: Yes.

RCCI Question No. 6.) Dwg ARC-35 at "7/ARC-35" shows "TYPICAL OVERSIZED PIPE PENETRTION SEAL." Where, how many, and what size these "oversized seals? **NJ TRANSIT RESPONSE:** See ARC-43 through ARC-46 for photos of penetrations that must be sealed. The oversized pipe seal is to be used for penetrations with a ½" min. gap.

Questions 1-7, Set 2, dated April 24, 2017 are from Peter Egan, Vice President Estimating & Purchasing, Hall Construction Co., Inc., (HCCI), Howell, NJ:

Request for Information #2 Hall Construction Co., Inc. (Hall) has reviewed the Bid Documents for the above referenced project and has the following questions:

HCCI Question 1) Drawings ARC-30 and DS-STR-02 show Wall Type 1 with a 4'-'6" wide exposed sidewalk, and an additional 1'-6" wide surface below the curb line. However, drawings ARC-02, ARC-04, and ARC-17 only depict a 4'-6" sidewalk; this discrepancy also exists for Wall Type 3A, please advise. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

HCCI Question 2) Drawing ARC-02 calls out a +/- 152'-6" of Wall Type 3 to the left of Column Line 20, which overlaps with the match line shown on ARC-04 which shows +/- 153'-7" of Wall Type 3A. Please confirm these dimensions and wall types. NJ TRANSIT RESPONSE: Response to follow via Addendum.

HCCI Question 3) The Swing Gate Schedule on Drawing ARC-34 references jamb detail 3/ARC-31 for multiple gates; this detail is missing from Drawing ARC-31, please advise. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

HCCI Question 4) The H2 swing gate shown on Drawing ARC-04 references jamb detail 12/ARC-31, however, the Swing Gate Schedule lists jamb Detail 6/ARC-31 for this door, please advise. **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

HCCI Question 5) Swing gates H5 and H9 on Drawing ARC-34 references jamb detail 2/ARC-32; this detail is a door plan view and does not show construction details for the jamb, please advise. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

HCCl Question 6) The scale noted for Details 2, 4 and 5 on Drawing STR-04 do not match actual dimensions listed, please advise. **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

HCCI Question 7) Numerous subcontractors and suppliers have requested additional time to properly prepare their proposals. On their behalf Hall respectfully requests the bid due date be extended two weeks to afford Hall and their subcontractors/suppliers sufficient time to prepare the bid. NJ TRANSIT RESPONSE: Refer to Addendum 6, Item I.

Questions 1-13, Set 2, dated April 24, 2017 are from Bruce Junge, Senior Estimator, Northeast Remsco Construction, Inc. (NRCI) Caldwell Marine International, LLC, Farmingdale, NJ

NRCI Question No 1.) Please reference Specification Section, Special Provisions Section SP16, 4.11.1.6, Page 16, Tracks 4 and 5, and Page 17, Tracks 6 and 7 Catenary Outages Inside, Saturday 3:00pm to 9:00pm. Please confirm what impact the installation of the sluice gate door and framing will have on the inside Catenary and if the work will be impacted by the required Catenary Outage. Please provide the following information including but not limited to, Distance of Catenary from the Door to the Catenary, height of Catenary, etc. This information is necessary to determine if the Sluice gate installation can only be on Saturday from 3pm to 9pm. NJ TRANSIT RESPONSE: Additional catenary information is not available. Note that this contract requires furnishing and installing the structural steel members shown in the catenary relocation details. This work must be coordinated with NJ Transit forces, who will perform the actual wire relocation work.

NRCI Question No 2.) Please reference Drawing DS-STR-02, Sheet 84/171 Section "L, Wall Type 1, 3 & 3A" As well as Section "L, Wall Type 2" in where the annotation for the Vertical Reinforcing states, 4" @ 12". We believe this should state #6 @ 12". Please confirm. NJ TRANSIT RESPONSE: The vertical reinforcing bars are #4 @ 12", front face and rear face.

NRCI Question No 3.) Please reference Drawing ARC-02, ARC-03, ARC-04 & ARC-05 in where the lengths of the Flood all Types 1 & 3 in plan and elevation are indicated and subsequently the glazing lengths can be derived from these lengths. However many of the lengths in plan in plan are different than the elevations. Please confirm what lengths the contractor is too follow. NJ TRANSIT RESPONSE: The lengths for Wall Types 1 and 2 are correct as shown. Wall Type 3 has been deleted from the project; all Type 3 walls shown are changed to Type 3A walls.

NRCI Question No 4.) Please reference Drawing ARC-D03 Sheet 16/171 in where the removal of existing Stair Tower Glazing is depicted. Please confirm the temporary protection methods that are required during the period between removal of the existing glazing and the installation of the proposed wall panel infill. NJ TRANSIT RESPONSE: There are no temporary protection measures specified. Also, add the following to drawing ARC-D03: "NOTE: REPLACE MULLIONS DAMAGED BY GLAZING REMOVAL". Note will be added to the Conformed Set of Bid Documents.

NRCI Question No 5.) Please reference Drawing ARC-D01, ARC-D02 & ARC-D07 in where removal of the existing site features are depicted. Due to Excavation depths and overcutting/slope back that may be required the limits of the existing features is not properly depicted and should be of a larger magnitude. Please revise the demolition limits that reflect actual constructability conditions. NJ TRANSIT RESPONSE: Sidewalks, curbs and other items to be removed are clearly depicted in the plans. The amount of excavation required to remove the items is up to the contractor, and should be taken into account in the bid price.

NRCI Question No 6.) Please reference Addendum #3 page 9/14 RCCCI Question #5 Set 18. The NJT Response is inadequate. Please provide the physical location and the work required for the PIP/MYS Installation in order that the Contractor may determine the appropriate "Outage Times" for the work. NJ TRANSIT RESPONSE: The locations and mounting arrangements for the PIP/MTS assemblies are clearly depicted in the plans. For more installation information, refer to Section 16472 of the Technical provisions and the manufacturer's published product data for the units specified for the basis of.

NRCI Question No 7.) Please reference Addendum #3 page 9/14 RCCCI Question #3 Set 18. The NJT Response is inadequate. Please provide the composition/layers of the existing pavement in order that the work can be accurately priced. NJ TRANSIT RESPONSE: Existing pavement layer information is not available. Use the pavement cross section shown on drawing CS-06 for bidding purposes.

NRCI Question No 8.) Please reference Addendum #3 page 6/14 RCCCI Question #1 Set 13. The NJT response is contrary to what was stated by NJT at the Prebid meeting. Please confirm the work required for Milestone #1. Please reference NRC April 6, 2017 Question as follows: Please reference Special Provisions Section SP8 Intermediate Milestone #1 in where the work required for the Waste Treatment Plant and the Fuel Shed must be completed in 250 Days. Please reference all specific

locations, details and drawings that depict the work required for the Milestone. The references of Waste Treatment and Fuel Shed are not clearly depicted on the drawings. NJ TRANSIT RESPONSE: SP8 specifies that the work at the Fuel Shed and the Waste Treatment Plant must be completed within 250 calendar days, "inclusive of all associated systems required to make the work operational". This includes the Fuel Shed (AKA Refueling Facility or Fuel Pad) work shown on ARC-18 and UTL-18, the Waste Water Treatment Plant work shown on DS-UTL-01, and all necessary electrical and mechanical work necessary to make the flood control measures at these locations fully operational on or before Intermediate Milestone 1.

NRCI Question No 9.) Please reference Addendum #3 page 2/14 RCCCI Question #3 Set 3. The NJT response is inadequate. The NJT response refers the reader to an 11 page specification that simply guides the Contractor with a general specification rather than specific material sizes gauges, lengths and details. Please provide appropriate ships ladder details in order that all bidders and pricing the same ships ladder detail. NJ TRANSIT RESPONSE: Section 05500 of the Technical Provisions clearly defines the ship ladder material specifications (aluminum), and includes a make and model number as the basis of design (O'Keefe model number 521). This should be enough information to prepare the bid price.

NRCI Question No 10.) Please reference Drawing ARC-24, Sheet 49/171 in where work at Building 14 is depicted. However the contract documents do not depict any specific detail or work for this location other the note on the subject drawing. Please provide appropriate details, photos, etc. in order that the work may be properly priced NJ TRANSIT RESPONSE: The only work in Building 14 is to verify the elevation of the depicted electrical control panel and to raise the panel above elevation 12.75, if necessary.

NRCI Question No 11.) Please provide the actual digital photos in order that the Contractor may print and enlarge without distortion. NJ TRANSIT RESPONSE: It is the opinion of the project team that the photos provided do suffice for the purposes of bidding the project. Therefore, NJ TRANSIT declines to make more photographs available. Request denied.

NRCI Question No 12.) Please reference Drawing ARC-45, Sheet 69/171 in where Detail Photo, 4/ARC-45 states to seal holes "after" removal of electrical equipment. Inasmuch as the current documents do not depict electrical demolition requirements, please provide details and designations of the Electrical demolition that is required. NJ TRANSIT RESPONSE: See PL-ELE-09, Note 6 for more information. Coordinate with NJ Transit to verify which equipment is no longer in use and can be removed and disposed of, and which equipment is still in use and must be temporarily moved to accommodate the waterproofing/metal wall panel work.

NRCI Question No 13.) Please reference Drawing ARC-32, Sheet 56/17 Detail 8/ARC-32. Please provide more information for the detail of the Removable Column Storage Rack including but limited to, size, length, coating requirements, etc. NJ TRANSIT RESPONSE: The exact size and shape of the removable column and the custom metal brackets will be provided by the gate manufacturer. Fasteners shall be stainless steel masonry anchors as manufactured by Simpson Strong Strong Tie, Powers or Hilti.

Questions 1-4, Set 28, dated April 26, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RFI No RCC28 Thank you for the Addendum No 5.

RCCI Question No. 1.) The Drawings included in Addendum No 5 are not identified as being revised. Have any of them been revised? **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

RCCI Question No. 2.) If they have not been revised for what reason are they included Addendum No. 5? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No. 3.) If they have been revised is there a log of the revisions such that we may be able to evaluate the effect of the revisions? **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

RCCI Question No. 4.) Would you please consider a postponement of two to three weeks? **NJ TRANSIT RESPONSE:** Refer to Item I above.

Questions 1-4, Set 29, dated April 26, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ: RFI No RCC29

RCCI Question No. 1) Dwg DSL-UTL-02 shows requirement for 4 PRESRAY Hinged Watertight Hatch with Mechanical Seal. There also shows a detail of "4'6" x 5'-0" Presray Door." Is there a Model Number, Material thickness, etc for these doors? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No.2.) Dwg PL-ELE-18 shows conduit from a 24" x 24" x 12" Junction Box. Note 3 says "...RMC, TRANSITION TO CONCRETE ENCASED PVC ONCE CONDUIT IS IN THE GROUND." But the callout on the conduit run says " 2-3" RMC (ONE SPARE) 4 - #350KCMIL & 1 - #4 GRD" Dwgs PL-ELE-26 & PL-ELE-27 say the same, but Dwg PL-ELE-28 says " 2 - 3" PVC CONCRETE ENCASED..." Is it PVC?, RMC?, Concrete Encased? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No.3.) The above 3 drawings call for three (3) – "18" x 36" x 48" CONCRETE JUNCTION BOXE(es)" Is there a spec and/or detail for the boxes? Is there a spec or detail for the Casting if there is one? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No.4.) Dwg DS-STR-15 shows new Chain Link Fence and Gate. Is there a spec or a detail for the fence and gate? **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

Question 1 (Set 7) dated April 27, 2017 is from Varghese K. Kudiyil, Chief Estimator, DMR Construction Services, Inc. (DMRSCI), Waldwick, NJ

DMRSCI Set 7 Question 1) RFI NO: DMR – 07 RFI #DMR – 07

DMRSCI Question No 1) Please refer to Addendum #5, Question 1, Set 1 on Page 1 of 22 and Question #3 on Page 5 of 22 regarding Gantry Crane.

In order to clarify the Gantry Crane, we will need a Model Number if you have, the required Span, required height, Wheel Diameter, Flange width, need wheel lock, etc. The Capacity (1 Ton) has been provided. And also let us know as part of this if we have to provide any hooks and sling. Please review and advise. **NJ TRANSIT RESPONSE:** <u>Response to follow via Addendum.</u>

Questions 1-4, Set 3, dated April 27, 2017 are from Bruce Junge, Senior Estimator, Northeast Remsco Construction, Inc. (NRCI) Caldwell Marine International, LLC, Farmingdale, NJ

Mr. Delitto-

We are writing to respectfully request clarification to the following questions regarding the subject project for bid and specifically Addendum #5 which was received yesterday Wednesday, April 26, 2017:

NRCI Question No. 1) Please reference Addendum #5, Page 11 of 22 RCCI Question #1 Set 22 in where the NJ Transit Response references a updated Specification 07410 will be provided. Please confirm when this specification will be provided to the bidders. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No.2.) Please reference Addendum #5 in where there are Fifty (50) questions from bidders that the NJ Transit Response references a future addendum for a response. Please confirm when the future Addendum will be issued. In the alternative with only four working days left before the scheduled bid date please confirm if the bid date will be extended. NJ TRANSIT RESPONSE: Refer to Addendum 6, Item I.

NRCI Question No.3.) Please reference Addendum #5, Page 7 of 22 NRCI Question #14 Set 1 in where the NJ Transit response is incorrect and misleading. The question requests the accurate location of the Water Treatment platform and the conditions therein. The NJ Transit response references Drawing PL-ELE-16 which is depicting the Building 8 Platform. Please provide an appropriate response. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No.4.) Please reference Addendum #5, Page 6 of 22 NRCI Question #12 Set 1 in where the NJ Transit response is incorrect and misleading. The question requests the Physical Location of the Proposed Industrial Waste Platform. However the NJ Transit Response incorrectly references PL-ELE-27 which is depicting the Water Treatment Plant. Please provide an appropriate response. NJ TRANSIT RESPONSE: Response to follow via Addendum.

Question 1, Set 30, dated May 1, 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RFI No RCC30

RCCI Question No.1) Addendum No 5, included Attachment B Signage. There are 4 types of signs required, What are the sign dimensions, (including the thickness of the aluminum sheet)? 2' x 3' x 1/8" be appropriate? NJ TRANSIT RESPONSE: Response to follow via Addendum.

Questions 1-2, Set 8, dated May 1, 2017 are from Varghese K. Kudiyil, Chief Estimator, DMR Construction Services, Inc. (DMRSCI), Waldwick, NJ RFI #DMR – 08

DMRSCI Question 1) Specification Section 10561, 1.01.A indicates that the Open Mesh Security Cabinets to be installed in Building 3. But the drawing for Building 3 has no indication of these Cabinets. It will also be beneficial if we can get a model number of a specific manufacturer and the quantity to be installed in Building 3. NJ TRANSIT RESPONSE: Response to follow via Addendum.

DMRSCI Question 2) Specification Section 10561, 1.01.B and C indicate that the Bulk Storage containers For DEPLOYED PUMPS to be placed in building 12 and the pallets to be stored in building 12. The drawing for building 12 has been deleted from the INDEX OF DRAWINGS. On drawing ARC-01 there is an indication that BUILDING #12 N.I.C. Please clarify. NJ TRANSIT RESPONSE: Response to follow via Addendum.

This concludes Addendum No 7. Bidders must acknowledge receipt of this addendum on the acknowledgment of receipt of addendum with your e-bid submission.

Sincerely,

Robert Delitto

Managing Contract Specialist

Robert Delitto

Contracts/Division of Procurement E mail: RDELITTO@NJTRANSIT.COMFax(973)491-7597

CC: W. Schenkel/W. Wong/J. Barricella-HNTB/F.Grigni-JEG/J-Rush-Gilbert/J. ladanza/Bid Desk/IFB File

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Richard T. Hammer, Commissioner
Steven H. Santoro, Executive Director



April 27, 2017

RE: INVITATION FOR BID NO.17-006X Construction of Permanent Site Flood Protection Measures to Protect NJTRANSIT'S Meadows Maintenance Complex (MMC) and Rail Operations Center (ROC), Kearny, NJ Addendum No.6

To whom it may concern:

The following constitutes Addendum No. 6 and must be acknowledged by each Bidder acknowledging receipt of addendum with your e-bid submission. Failure to do so may render a bid as non-responsive.

ITEM#I- THE FOLLOWING IMPORTANT INFORMATION APPLIES TO THIS PROCUREMENT:

The Bid Due Date has been revised. Electronic bids will be received via the Internet until 2:00:00 P.M., Thursday, May 25, 2017, by NJ TRANSIT.

NOTE: Due to Technical Difficulties, each bidder must download new .ebs bidx proposal forms.

ITEM#II: Incorporate the following question/request for information along with NJ Transit's responses (underlined):

Question 1, Set 1, dated March 27. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) We have been searching for technical data to forward to the vendor for Item 0240 Gantry Crane. We have the specification Section 14640 Gantry Crane. Three potential vendors are named on page 2 at 2.01, A. Could you please provide a Model Number, or a size, or a capacity? NJ TRANSIT Response: Response to follow via addendum.

Questions 1-3, Set 2, dated March 27. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-03 shows SECTION 3/ARC-30. Referring to Drawing ARC-30; SECTION 3 shows the "GLASS WALL" on top of the concrete wall. A detail for the GLASS WALL is identified as 2/ARC-39. Referring to Drawing ARC-39; DETAIL 2 shows the GLASS WALL 2'-0" high above the top of the concrete wall. The glass is held in an aluminum frame Please describe how the aluminum frame is to be fabricated to hold the components together. Please describe the anchors

required to anchor the frame to the concrete wall? ? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 2) Now, going back to 3/ARC-30. There appears a note "SEE STRUCTURAL DRAWINGS FOR DETAILS, TYP." Searching the structural drawings we find on Drawing DS-STR-02 top left corner "LWALL" – TYPE 1 (SHOWN) TYPE 3 & 3A (SIMILAR)." At the top of this detail is shown a dimension line from EL. 12.75 at the top of the wall to EL. 10.75 two feet below the top of wall. A note on the dimension line says "SEE PLAN AND 'GLASS TOP ALTERNATE' FOR TYPE 3 AND 3A WALLS." So, just to the left of this detail is shown the "GLASS TOP ALTERNATE FOR TYPE 3, 3A AND 4 WALLS." This detail shows the GLASS and the ALUMINUM FRAME. The detail further describes a BLOCKOUT the size as of the manufacturers recommendation. So it appears that the aluminum frame has the 'posts' embedded in the top of the wall. However this BLOCKOUT or recess is not shown on ARC-39.

- A. Is the GLASS WALL truly ALTERNATE? ? NJ TRANSIT Response: Response to follow via addendum
- B. If so, who determines which Alternate on which to bid ? NJ TRANSIT Response: Response to follow via addendum
- C. What is the correct anchoring method. ? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 3) Is the ALTERNATE applicable to all Type 3, 3A, and 4 walls? ? NJ TRANSIT Response: Response to follow via addendum

Questions 1-2, Set 6, dated March 29. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE ¼" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. **NJ TRANSIT Response:** Response to follow via addendum

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-2, Set 7, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE 1/4" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. **NJ TRANSIT Response:**Response to follow via addendum

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-4, Set 8, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

The following questions are numbered and correspond to the numbers on the attached excerpts of the drawing:

RCCI Question 1) On Drawing DS-STR-11 this long, narrow rectangle looks like it might be part of a wall. We cannot find any description of it. Please advise what is it? **NJ TRANSIT Response:**Response to follow via addendum

RCCI Question 2) On Drawing DS-STR-11.this is designated as "L-SHAPED WALL - TYPE 1", and refers to **15/STR-11**. **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 3) **15/STR-11** looks a little bit like an "L WALL – TYPE 1" but does not show the shear key at the bottom nor does it show the raised curb. So should it maybe be an "L WALL TYPE 3A"? **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 4) Can you advise where we may find additional information about the size, shape, thickness and type of the existing pavement? **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-4, Set 8, dated March 30. 2017 correspond to the numbers on the attached excerpts of the following two drawings:

Questions 1-4, Set 9, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) On Drawing ARC-31 lower right hand side SWING GATE SECTION @ METAL WALL PANEL contains a note at the top saying "NOTE: REMOVE PORTION OF EX. SILL AT THIS LOCATION." What sill? What location? **NJ TRANSIT Response: Response to follow via** addendum

RCCI Question 2) On Drawing ARC-31 upper right hand side at the detail "SILL SECTION (PASSIVE/STORAGE" seems to show the swing gate lowered down onto the FLUSH SILL; while the detail "SILL SECTION (ACTIVE)" seems to show the PIVOTING ROLLER engaged and the gate raised off the FLUSH SILL. Are the titles reversed? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 3) On Drawing ARC-34 at the SWING GATE SCHEDULE gates H5, H9, and H12 show in the SILL column to refer to **3/ARC-32**. Detail 3/ARC-32 seems not to shown SILL information. Is the SILL information somewhere for gates H5, H9, and h12? **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 4) Drawing DS-STR-04 bottom left hand side of drawing shows **SECTION 3 ELEVATION**. In this detail shows "HI-RAIL CROSSING SYSTEM." The HI RAIL panels come in 3' long panels. Should the panels be cut to match the width of the GRADE BEAM or should the full 3' panel be used overlapping the GRADE BEAM by 1 foot on each side? **NJ TRANSIT Response: Response to follow via addendum**

Question 1, Set 14 dated March 31. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1). Drawing DS-STR-16 shows "1'-0" DRILLED SHAFTS and "2'-0" DRILLED SHAFTS" at various locations. At top center of drawing says "NOTE: SEE DRAWING DS-STR-05 FOR DETAILS NOT SHOWN HERE." Referring to DR-STR-05 upper right corner "SECTION 23/STR-05" shows rebar info for 18" DIA SHAFT and for 12" DIA SHAFT. There is no info shown for "24" DIA SHAFT." Is the 18" dia. shaft info intended to be 24" dia. shaft info? Please advise. NJ TRANSIT Response: Response to follow via addendum

Questions 1-4 Set 21, dated April 6, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-D06 indicates a section cut through the wall 1/ARC-D10. Referring to 1/ARC-D10 it shows Removal of the EIFS from the First Reveal down to the CMU Substrate. Drawing ARC-11 shows that the replacement of this EIFS will be with "CORRUGATED METAL PANEL" installed after Waterproofing of the CMU. Drawing ARC-11 also shows a section cut through the wall 1/ARC-35. This Section 1/ARC-35 shows the replacement panel as "CORRUGATED METAL PANEL, TYP.". On the same drawing Sections 2, 3, and 4/ARC-35 show the replacement panel as "1½" METAL PANEL, TYP". At 1½" thick, it could be assumed that the panels will be "insulated" metal panels. Would that be a correct assumption? NJ TRANSIT RESPONSE:_Response to follow via Addendum.

RCCI Question 2). The Section 4/ARC-35 is labeled as "SILL DETAIL" and it shows the WATERPROOFING MEMBRANE "continuing below grade by 6" and covered with "5/16" FIBER CEMENT PROTECTIVE BOARD". The South wall of the building seems to have Field Ballast" adjacent, so removal and replacement of the ballast is not an issue. However on the West and East walls there seems to be a sturdy concrete slab adjacent to the wall. Is it your intention to chop up the concrete slab in order to install the "underground" waterproofing? **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

RCCI Question 3) Drawing DS-STR-01 at GENERAL NOTE 2. B. d. says "STRUCTURAL STEEL...SHALL BE HOT DIP GALVANIZED..." Drawing ARC-11 lower right corner has a callout "GIRT TYPICAL BETWEEN ALL COLUMNS ON T (13 LOCATIONS) SEE SECTION 13 DS-STR-10. These girts and connections are all interior; is galvanizing required for indoor steel? **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

RCCI Question 4) SECTION 12 DS-STR-10 shows 2 new interior columns for the Sluice Gates at Door 29 and Door 34 (TRACK 18, Wheel True). Is galvanizing required for this interior steel? **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

Question 8, Set 1, dated April 6, 2017 are from Peter Egan, Vice President Estimating & Purchasing, Hall Construction Co., Inc., (HCCI), Howell, NJ:

Addendum no. 6 adds the (redlined) to the previous response.

HCCI Question 8) Drawing DS-STR-04 shows a foundation plan for the large swing gates. No detail is given for the "Gate Storage Footing" or the "Gate Hinge Footings (North & South)". Please provide size & reinforcement details for these foundations. NJ TRANSIT RESPONSE: Addendum 5 stated The footings shall be 1'-6" thick, with bottom of footing 3'-0" below grade. "The gate hinge footing reinforcement is shown in Section 3/STR-04, bottom left hand corner of drawing DS-STR-04. Addendum No. 6 adds the following: The reinforcement bars in each gate storage footing shall be #4 @ 12", each way, top and bottom of footing."

Question 1 Set 24, dated April 19, 2017 is from **Pete Dunn,** Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

Regarding the following question from Addendum No 3, RCCI Set 15, Question 3:

"RCCI Question 3) Just above the SILL DETAIL is shown "TYPICAL MOUNTING DETAIL." This detail shows "EXPOSED FASTENERS" in light line weight. Are these existing fasteners? What is the spacing? NJ TRANSIT Response: The fasteners are proposed, not existing. Fastener spacing shall be as per the manufacturer's approved shop drawings."

RCCI Question No 1) The conventional drafting presentation for existing features is "light line weight"; while proposed features are heavy line weight. If these are proposed fasteners, they should be drawn **darker**.

Also shown in light line weight are what look to be the fasteners for the SILL FLASHING and the TRIM FLASHING. We now deduce that this light line weight is proposed as well. Is that correct? **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

Questions 1-6, Set 27, dated April 24, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question No. 1) Special Provisions page 10 at 4.2.18 designates Contractor Storage Locations. Please advise where is Building #10? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No. 2.) Drawings CS-02 and CS-03 show some areas outlined with a dark broken line labeled "LIMIT OF DISTURBANCE." Are these outlines to be interpreted as Silt Fence? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No. 3.) Spec SECTION 07130, page 4 at 3.03 PREFABRICATED DRAINAGE SHEET says "Vertical Surfaces: Install rolls of vertical drainage sheet over the completed membrane..." Is it correct to interpret that this drainage sheet is not required on this project? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No. 4.) On the BIDDERS PROPOSAL at Item 0210 Cable Seals there is a quantity of 96 EA. Where can we find the size, location and characteristics of these cable seals? **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

RCCI Question No. 5.) "WALL PENETRATIONS" are shown on Dwgs ARC-06, ARC-07, ARC-08, ARC-09, ARC-10, ARC-11, ARC-13, ARC-14 and ARC-15. Many of these PENETRATIONS are shown in the photographs on Dwgs ARC-43, ARC-44, ARC-45. Very many of the photographs show a note "SEAL WALL PENETRATIONS SEE TYPICAL PENETRATION DETAILS DWG ARC-35." Looking at "6/ARC-35 TYPICAL WALL PENETRATIONS SEAL", it shows an "ESCUTCHEON COVER PLATE; ALUMINUM, SIZE VARIES1/4" THICK, SELF-TAPPING MASONRY ANCHOR." In most cases this would need be a two piece cover plate because there are devices (faucets, electrical fittings, valves, etc.) which would preclude slipping the escutcheon onto the existing pipe or conduit. Is that what is expected? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No. 6.) Dwg ARC-35 at "7/ARC-35" shows "TYPICAL OVERSIZED PIPE PENETRTION SEAL." Where, how many, and what size these "oversized seals? **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

Questions 1-7, Set 2, dated April 24, 2017 are from Peter Egan, Vice President Estimating & Purchasing, Hall Construction Co., Inc., (HCCI), Howell, NJ:

<u>Request for Information #2</u> Hall Construction Co., Inc. (Hall) has reviewed the Bid Documents for the above referenced project and has the following questions:

HCCI Question 1) Drawings ARC-30 and DS-STR-02 show Wall Type 1 with a 4'-'6" wide exposed sidewalk, and an additional 1'-6" wide surface below the curb line. However, drawings ARC-02, ARC-04, and ARC-17 only depict a 4'-6" sidewalk; this discrepancy also exists for Wall Type 3A, please advise. NJ TRANSIT RESPONSE: Response to follow via Addendum.

HCCI Question 2) Drawing ARC-02 calls out a +/- 152'-6" of Wall Type 3 to the left of Column Line 20, which overlaps with the match line shown on ARC-04 which shows +/- 153'-7" of Wall Type 3A. Please confirm these dimensions and wall types. NJ TRANSIT RESPONSE: Response to follow via Addendum.

HCCI Question 3) The Swing Gate Schedule on Drawing ARC-34 references jamb detail 3/ARC-31 for multiple gates; this detail is missing from Drawing ARC-31, please advise. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

HCCI Question 4) The H2 swing gate shown on Drawing ARC-04 references jamb detail 12/ARC-31, however, the Swing Gate Schedule lists jamb Detail 6/ARC-31 for this door, please advise. **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

HCCI Question 5) Swing gates H5 and H9 on Drawing ARC-34 references jamb detail 2/ARC-32; this detail is a door plan view and does not show construction details for the jamb, please advise. **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

HCCl Question 6) The scale noted for Details 2, 4 and 5 on Drawing STR-04 do not match actual dimensions listed, please advise. **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

HCCI Question 7) Numerous subcontractors and suppliers have requested additional time to properly prepare their proposals. On their behalf Hall respectfully requests the bid due date be extended two weeks to afford Hall and their subcontractors/suppliers sufficient time to prepare the bid. NJ TRANSIT RESPONSE: Refer to Item I above.

Questions 1-13, Set 2, dated April 24, 2017 are from Bruce Junge, Senior Estimator, Northeast Remsco Construction, Inc. (NRCI) Caldwell Marine International, LLC, Farmingdale, NJ

NRCI Question No 1.) Please reference Specification Section, Special Provisions Section SP16, 4.11.1.6, Page 16, Tracks 4 and 5, and Page 17, Tracks 6 and 7 Catenary Outages Inside, Saturday 3:00pm to 9:00pm. Please confirm what impact the installation of the sluice gate door and framing will have on the inside Catenary and if the work will be impacted by the required Catenary Outage. Please provide the following information including but not limited to, Distance of Catenary from the Door to the Catenary, height of Catenary, etc. This information is necessary to determine if the Sluice gate installation can only be on Saturday from 3pm to 9pm. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No 2.) Please reference Drawing DS-STR-02, Sheet 84/171 Section "L, Wall Type 1, 3 & 3A" As well as Section "L, Wall Type 2" in where the annotation for the Vertical Reinforcing states, 4" @ 12". We believe this should state #6 @ 12". Please confirm. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No 3.) Please reference Drawing ARC-02, ARC-03, ARC-04 & ARC-05 in where the lengths of the Flood all Types 1 & 3 in plan and elevation are indicated and subsequently the glazing lengths can be derived from these lengths. However many of the lengths in plan in plan are different than the elevations. Please confirm what lengths the contractor is too follow. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

NRCI Question No 4.) Please reference Drawing ARC-D03 Sheet 16/171 in where the removal of existing Stair Tower Glazing is depicted. Please confirm the temporary protection methods that are required during the period between removal of the existing glazing and the installation of the proposed wall panel infill. **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

NRCI Question No 5.) Please reference Drawing ARC-D01, ARC-D02 & ARC-D07 in where removal of the existing site features are depicted. Due to Excavation depths and overcutting/slope back that may be required the limits of the existing features is not properly depicted and should be of a larger magnitude. Please revise the demolition limits that reflect actual constructability conditions. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No 6.) Please reference Addendum #3 page 9/14 RCCCI Question #5 Set 18. The NJT Response is inadequate. Please provide the physical location and the work required for the PIP/MYS Installation in order that the Contractor may determine the appropriate "Outage Times" for the work. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No 7.) Please reference Addendum #3 page 9/14 RCCCI Question #3 Set 18. The NJT Response is inadequate. Please provide the composition/layers of the existing pavement in order that the work can be accurately priced. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No 8.) Please reference Addendum #3 page 6/14 RCCCI Question #1 Set 13. The NJT response is contrary to what was stated by NJT at the Prebid meeting. Please confirm the work required for Milestone #1. Please reference NRC April 6, 2017 Question as follows: Please reference Special Provisions Section SP8 Intermediate Milestone #1 in where the work required for the Waste Treatment Plant and the Fuel Shed must be completed in 250 Days. Please reference all specific locations, details and drawings that depict the work required for the Milestone. The references of Waste Treatment and Fuel Shed are not clearly depicted on the drawings. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No 9.) Please reference Addendum #3 page 2/14 RCCCI Question #3 Set 3. The NJT response is inadequate. The NJT response refers the reader to an 11 page specification that simply guides the Contractor with a general specification rather than specific material sizes gauges, lengths and details. Please provide appropriate ships ladder details in order that all bidders and pricing the same ships ladder detail. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No 10.) Please reference Drawing ARC-24, Sheet 49/171 in where work at Building 14 is depicted. However the contract documents do not depict any specific detail or work for this location other the note on the subject drawing. Please provide appropriate details, photos, etc. in order that the work may be properly priced **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

NRCI Question No 11.) Please provide the actual digital photos in order that the Contractor may print and enlarge without distortion. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No 12.) Please reference Drawing ARC-45, Sheet 69/171 in where Detail Photo, 4/ARC-45 states to seal holes "after" removal of electrical equipment. Inasmuch as the current documents do not depict electrical demolition requirements, please provide details and designations of the Electrical demolition that is required. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No 13.) Please reference Drawing ARC-32, Sheet 56/17 Detail 8/ARC-32. Please provide more information for the detail of the Removable Column Storage Rack including but limited to, size, length, coating requirements, etc. **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

Questions 1-4, Set 28, dated April 26, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ: RFI No RCC28

Thank you for the Addendum No 5.

RCCI Question No. 1.) The Drawings included in Addendum No 5 are not identified as being revised. Have any of them been revised? **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

RCCI Question No. 2.) If they have not been revised for what reason are they included Addendum No. 5? **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

RCCI Question No. 3.) If they have been revised is there a log of the revisions such that we may be able to evaluate the effect of the revisions? **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

RCCI Question No. 4.) Would you please consider a postponement of two to three weeks? **NJ TRANSIT RESPONSE**: Refer to Item I above.

Questions 1-4, Set 29, dated April 26, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ: RFI No RCC29

RCCI Question No. 1) Dwg DSL-UTL-02 shows requirement for 4 PRESRAY Hinged Watertight Hatch with Mechanical Seal. There also shows a detail of "4'6" x 5'-0" Presray Door." Is there a Model Number, Material thickness, etc for these doors? **NJ TRANSIT RESPONSE**: <u>Response to follow via Addendum.</u>

RCCI Question No.2.) Dwg PL-ELE-18 shows conduit from a 24" x 24" x 12" Junction Box. Note 3 says "...RMC, TRANSITION TO CONCRETE ENCASED PVC ONCE CONDUIT IS IN THE GROUND." But the callout on the conduit run says "2-3" RMC (ONE SPARE) 4 - #350KCMIL & 1 - #4 GRD" Dwgs PL-ELE-26 & PL-ELE-27 say the same, but Dwg PL-ELE-28 says "2 - 3" PVC CONCRETE ENCASED..." Is it PVC?, RMC?, Concrete Encased? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No.3.) The above 3 drawings call for three $(3) - "18" \times 36" \times 48"$ CONCRETE JUNCTION BOXE(es)" Is there a spec and/or detail for the boxes? Is there a spec or detail for the Casting if there is one? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No.4.) Dwg DS-STR-15 shows new Chain Link Fence and Gate. Is there a spec or a detail for the fence and gate? **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

Question 1 (Set 7) dated April 27, 2017 is from Varghese K. Kudiyil, Chief Estimator, DMR Construction Services, Inc. (DMRSCI), Waldwick, NJ

DMRSCI Set 7 Question 1) RFI NO: DMR – 07 RFI #DMR – 07

DMRSCI Question No 1) Please refer to Addendum #5, Question 1, Set 1 on Page 1 of 22 and Question #3 on Page 5 of 22 regarding Gantry Crane.

In order to clarify the Gantry Crane, we will need a Model Number if you have, the required Span, required height, Wheel Diameter, Flange width, need wheel lock, etc. The Capacity (1 Ton) has been provided. And also let us know as part of this if we have to provide any hooks and sling. Please review and advise. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

Questions 1-4, Set 3, dated April 27, 2017 are from Bruce Junge, Senior Estimator, Northeast Remsco Construction, Inc. (NRCI) Caldwell Marine International, LLC, Farmingdale, NJ

Mr. Delitto-

We are writing to respectfully request clarification to the following questions regarding the subject project for bid and specifically Addendum #5 which was received yesterday Wednesday, April 26, 2017:

NRCI Question No. 1) Please reference Addendum #5, Page 11 of 22 RCCI Question #1 Set 22 in where the NJ Transit Response references a updated Specification 07410 will be provided. Please confirm when this specification will be provided to the bidders. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No.2.) Please reference Addendum #5 in where there are Fifty (50) questions from bidders that the NJ Transit Response references a future addendum for a response. Please confirm when the future Addendum will be issued. In the alternative with only four working days left before the scheduled bid date please confirm if the bid date will be extended. NJ TRANSIT RESPONSE: Refer to Item I above.

NRCI Question No.3.) Please reference Addendum #5, Page 7 of 22 NRCI Question #14 Set 1 in where the NJ Transit response is incorrect and misleading. The question requests the accurate location of the Water Treatment platform and the conditions therein. The NJ Transit response references Drawing PL-ELE-16 which is depicting the Building 8 Platform. Please provide an appropriate response. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No.4.) Please reference Addendum #5, Page 6 of 22 NRCI Question #12 Set 1 in where the NJ Transit response is incorrect and misleading. The question requests the Physical

Location of the Proposed Industrial Waste Platform. However the NJ Transit Response incorrectly references PL-ELE-27 which is depicting the Water Treatment Plant. Please provide an appropriate response. NJ TRANSIT RESPONSE: Response to follow via Addendum.

This concludes Addendum No 6. Bidders must acknowledge receipt of this addendum on the acknowledgment of receipt of addendum with your e-bid submission.

Sincerely,

Robert Delitto

Managing Contract Specialist

Robert Delitto

Contracts/Division of Procurement E mail: RDELITTO@NJTRANSIT.COMFax(973)491-7597

CC: W. Schenkel/W. Wong/J. Barricella-HNTB/F.Grigni-JEG/J-Rush-Gilbert/J. ladanza/Bid Desk/IFB File

Chris Christie, Governor Kim Guadagno, Lieutenant Governor Richard T. Hammer, Commissioner Steven H. Santoro, Executive Director



April 26, 2017

RE: INVITATION FOR BID NO.17-006X Construction of Permanent Site Flood Protection Measures to Protect NJTRANSIT'S Meadows Maintenance Complex (MMC) and Rail Operations Center (ROC), Kearny, NJ Addendum No. 5

To whom it may concern:

The following constitutes Addendum No. 5 and must be acknowledged by each Bidder acknowledging receipt of addendum with your e-bid submission. Failure to do so may render a bid as non-responsive.

ITEM I-The following General Information qualifies for this Procurement:

- 1 New Bidders Proposal has been uploaded to bidx.
- 2 Revise Special Provisions ATTACHMENT B DBE REQUIREMENTS FOR RACE CONSCIOUS FEDERAL PROCUREMENT ACTIVITIES

Section 1.6 RESPONSIBLE BID/PROPOSAL CRITERIA, Page 4 of 20,

Correct Paragraph 1.6.1:

<u>First Sentence correct due dates the first sentence</u>: <u>From "....Seven (7) days..."</u>; <u>To "...Five (5) calendar days..."</u>.

The second sentences: From "Seven (7) day requirement"; To "Five (5) calendar day requirement.".

ITEM#II: Incorporate the following question/request for information along with NJ Transit's responses (underlined):

Question 1, Set 1, dated March 27. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) We have been searching for technical data to forward to the vendor for Item 0240 Gantry Crane. We have the specification Section 14640 Gantry Crane. Three potential vendors are named on page 2 at 2.01, A. Could you please provide a Model Number, or a size, or a capacity? NJ TRANSIT Response: Response to follow via addendum.

Questions 1-3, Set 2, dated March 27. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-03 shows SECTION 3/ARC-30. Referring to Drawing ARC-30; SECTION 3 shows the "GLASS WALL" on top of the concrete wall. A detail for the GLASS WALL is identified as 2/ARC-39. Referring to Drawing ARC-39; DETAIL 2 shows the GLASS WALL 2'-0" high above the top of the concrete wall. The glass is held in an aluminum frame Please describe how the aluminum frame is to be fabricated to hold the components together. Please describe the anchors required to anchor the frame to the concrete wall? ? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 2) Now, going back to 3/ARC-30. There appears a note "SEE STRUCTURAL DRAWINGS FOR DETAILS, TYP." Searching the structural drawings we find on Drawing DS-STR-02 top left corner "LWALL" – TYPE 1 (SHOWN) TYPE 3 & 3A (SIMILAR)." At the top of this detail is shown a dimension line from EL. 12.75 at the top of the wall to EL. 10.75 two feet below the top of wall. A note on the dimension line says "SEE PLAN AND 'GLASS TOP ALTERNATE' FOR TYPE 3 AND 3A WALLS." So, just to the left of this detail is shown the "GLASS TOP ALTERNATE FOR TYPE 3, 3A AND 4 WALLS." This detail shows the GLASS and the ALUMINUM FRAME. The detail further describes a BLOCKOUT the size as of the manufacturers recommendation. So it appears that the aluminum frame has the 'posts' embedded in the top of the wall. However this BLOCKOUT or recess is not shown on ARC-39.

- A. Is the GLASS WALL truly ALTERNATE? ? NJ TRANSIT Response: Response to follow via addendum
- B. If so, who determines which Alternate on which to bid ? NJ TRANSIT Response: Response to follow via addendum
- C. What is the correct anchoring method. ? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 3) Is the ALTERNATE applicable to all Type 3, 3A, and 4 walls? ? NJ TRANSIT Response: Response to follow via addendum

Questions 1-2, Set 6, dated March 29. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE ¼" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-2, Set 7, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE 1/4" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-4, Set 8, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

The following questions are numbered and correspond to the numbers on the attached excerpts of the drawing:

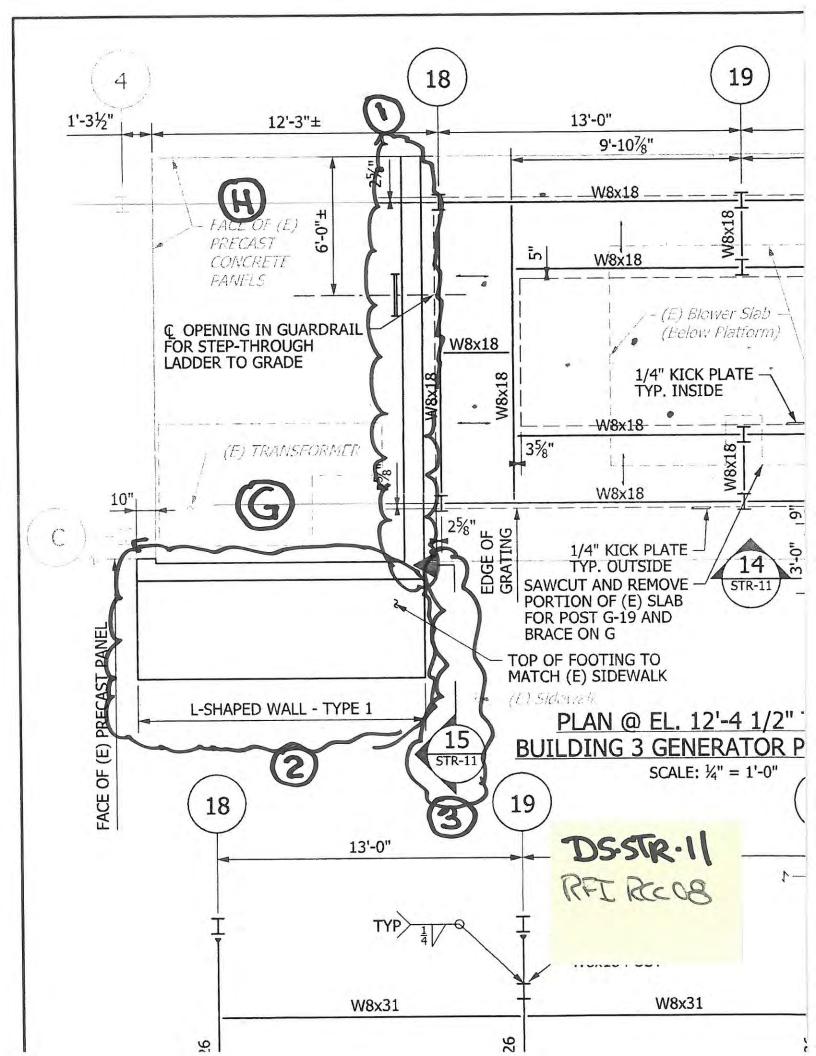
RCCI Question 1) On Drawing DS-STR-11 this long, narrow rectangle looks like it might be part of a wall. We cannot find any description of it. Please advise what is it? **NJ TRANSIT Response:**Response to follow via addendum

RCCI Question 2) On Drawing DS-STR-11.this is designated as "L-SHAPED WALL - TYPE 1", and refers to 15/STR-11. NJ TRANSIT Response: Response to follow via addendum

RCCI Question 3) **15/STR-11** looks a little bit like an "L WALL – TYPE 1" but does not show the shear key at the bottom nor does it show the raised curb. So should it maybe be an "L WALL TYPE 3A"? **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 4) Can you advise where we may find additional information about the size, shape, thickness and type of the existing pavement? **NJ TRANSIT Response: Response to follow via** addendum

Questions 1-4, Set 8, dated March 30. 2017 correspond to the numbers on the attached excerpts of the following two drawings:



Questions 1-4, Set 9, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) On Drawing ARC-31 lower right hand side SWING GATE SECTION @ METAL WALL PANEL contains a note at the top saying "NOTE: REMOVE PORTION OF EX. SILL AT THIS LOCATION." What sill? What location? **NJ TRANSIT Response: Response to follow via** addendum

RCCI Question 2) On Drawing ARC-31 upper right hand side at the detail "SILL SECTION (PASSIVE/STORAGE" seems to show the swing gate lowered down onto the FLUSH SILL; while the detail "SILL SECTION (ACTIVE)" seems to show the PIVOTING ROLLER engaged and the gate raised off the FLUSH SILL. Are the titles reversed? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 3) On Drawing ARC-34 at the SWING GATE SCHEDULE gates H5, H9, and H12 show in the SILL column to refer to **3/ARC-32**. Detail 3/ARC-32 seems not to shown SILL information. Is the SILL information somewhere for gates H5, H9, and h12? **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 4) Drawing DS-STR-04 bottom left hand side of drawing shows **SECTION 3 ELEVATION**. In this detail shows "HI-RAIL CROSSING SYSTEM." The HI RAIL panels come in 3' long panels. Should the panels be cut to match the width of the GRADE BEAM or should the full 3' panel be used overlapping the GRADE BEAM by 1 foot on each side? **NJ TRANSIT Response: Response to follow via addendum**

Question 1, Set 14 dated March 31. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1). Drawing DS-STR-16 shows "1'-0" DRILLED SHAFTS and "2'-0" DRILLED SHAFTS" at various locations. At top center of drawing says "NOTE: SEE DRAWING DS-STR-05 FOR DETAILS NOT SHOWN HERE." Referring to DR-STR-05 upper right corner "SECTION 23/STR-05" shows rebar info for 18" DIA SHAFT and for 12" DIA SHAFT. There is no info shown for "24" DIA SHAFT." Is the 18" dia. shaft info intended to be 24" dia. shaft info? Please advise. NJ TRANSIT Response: Response to follow via addendum

Questions 1-4 Set 21, dated April 6, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-D06 indicates a section cut through the wall 1/ARC-D10. Referring to 1/ARC-D10 it shows Removal of the EIFS from the First Reveal down to the CMU Substrate. Drawing ARC-11 shows that the replacement of this EIFS will be with "CORRUGATED METAL PANEL" installed after Waterproofing of the CMU. Drawing ARC-11 also shows a section cut through the wall 1/ARC-35. This Section 1/ARC-35 shows the replacement panel as "CORRUGATED METAL PANEL, TYP.". On the same drawing Sections 2, 3, and 4/ARC-35 show the replacement panel as "1½" METAL PANEL, TYP". At 1½" thick, it could be assumed that the panels will be "insulated" metal panels. Would that be a correct assumption? NJ TRANSIT RESPONSE:_Response to follow via Addendum.

RCCI Question 2). The Section 4/ARC-35 is labeled as "SILL DETAIL" and it shows the WATERPROOFING MEMBRANE "continuing below grade by 6" and covered with "5/16" FIBER CEMENT PROTECTIVE BOARD". The South wall of the building seems to have Field Ballast" adjacent, so removal and replacement of the ballast is not an issue. However on the West and East walls there seems to be a sturdy concrete slab adjacent to the wall. Is it your intention to chop up the concrete slab in order to install the "underground" waterproofing? **NJ TRANSIT RESPONSE**: **Response to follow via Addendum.**

RCCI Question 3) Drawing DS-STR-01 at GENERAL NOTE 2. B. d. says "STRUCTURAL STEEL...SHALL BE HOT DIP GALVANIZED..." Drawing ARC-11 lower right corner has a callout "GIRT TYPICAL BETWEEN ALL COLUMNS ON T (13 LOCATIONS) SEE SECTION 13 DS-STR-10. These girts and connections are all interior; is galvanizing required for indoor steel? **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

RCCI Question 4) SECTION 12 DS-STR-10 shows 2 new interior columns for the Sluice Gates at Door 29 and Door 34 (TRACK 18, Wheel True). Is galvanizing required for this interior steel? **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

Questions 1-17 Set 1, dated April 6, 2017 are from Bruce Junge, Senior Estimator, Northeast Remsco Construction, Inc. (NRCI) Caldwell Marine International, LLC, Farmingdale, NJ

NRCI Question 1.) Please reference Drawing ARC-03, Sheet 28/171 in where Detail 3/ARC-03 depicts the elevation of the glass panels on top of the proposed flood wall and contains an annotation that states, "NJ Transit Logo to be Etched into Floodwall Glazing per the direction of the NJ Transit Project Manager". Please confirm, including but not limited to, Upon the direction of the NJ Transit Project Manager will this work be paid under the allowance, the specification for the etching, who will provide the Logo Graphic for etching, etc. NJ TRANSIT RESPONSE: The window etching shall be included in the shop drawing submittals required by Technical Provisions Section 08815. All costs for window etching shall be included in the lump sum price bid for the item DIVISION 8 LUMP SUM – DOORS AND WINDOWS (Bid Item No. C08-000-001.0),

NRCI Question 2.) Please reference Sheet 96, Drawing DS-STR-14 in where the "ATS and Docking Station Support (PIP)" and "Fuel Master Plus" support are depicted. Please confirm the existing ground/floor conditions and of what material is the surface comprised. **NJ TRANSIT RESPONSE:**The indicated floor surface is concrete.

NRCI Question 3.) Please provide dimensions and capacity of the Gantry Cranes **NJ TRANSIT RESPONSE**: Refer to drawing DS-UTL-02 and Section 14640 of the Technical Provisions.

NRCI Question 4.) Please reference Sheet 96, Drawing DS-STR-14 in where the "Fuel Master Plus" support are depicted. Please confirm the intent and the difference between "Normal Operating Condition" and "Raise During Flood Condition". Please clarify what details the Contractor is too follow. Is the Contractor to supply materials to NJT for future modification in the event of a flood event. Please provide clearer direction and better details. NJ TRANSIT RESPONSE: : In a flood event, the key pad box will be raised and bolted to the angle frame using the clamp angles, as shown in the details. After the flood event, the key pad box will be lowered back down to Normal Operating Condition.

NRCI Question 5.) Please reference Sheet 95, Drawing DS-STR-13. Please confirm Section 18/STR-013 of the right side of the sheet should read 20/STR-013. **NJ TRANSIT RESPONSE:** <u>The section "Y-Y" should be labeled "20/STR-013".</u>

NRCI Question 6.) Please reference Special Provisions Section SP8 Intermediate Milestone #1 in where the work required for the Waste Treatment Plant and the Fuel Shed must be completed in 250 Days. Please reference all specific locations, details and drawings that depict the work required for the Milestone. The references of Waste Treatment and Fuel Shed are not clearly depicted on the drawings. NJ TRANSIT RESPONSE: All work at the Fuel Pad, near Building 3, and at the Waste Water Treatment Plant, west of Building 1, shall be completed by Intermediate Milestone 1 as specified in the Special Provisions.

NRCI Question 7.) Please reference Special Provisions Section SP10 Subsection 4.2.14 in where it states that there are no outages permitted for the Microwave Tower and that a Temporary Generator must be provided for "cutovers". Please confirm the permissible times for the "cutover". NJ TRANSIT RESPONSE: Refer to Note 3 on drawing DS-ELE-11.

NRCI Question 8.) Please reference Special Provisions Page 5, Section SP10, 3rd Paragraph 2nd Sentence in where it states "Contractors Time of Completion". We believe this should state the "Contract Time of Completion. **NJ TRANSIT RESPONSE**: <u>Understood as Contract Time of Completion</u>

NRCI Question 9.) Please reference Special Provisions Page 5 Section SP10, Subsection 4.2.18 in where Contractors material storage locations are described. Please confirm the available Square Feet of each location. NJ TRANSIT RESPONSE: Contractor parking and staging area shall be as shown in Attachment A - Parking and Staging Map which is included as part of this addendum.

NRCI Question 10.) Please confirm if the Fencing required for the Engineers Field Office will be compensated by the allowance. If not please provide the required linear fence of temporary fence required. NJ TRANSIT RESPONSE: All costs for field office fencing shall be included in the lump price bid for the item Mobilization (Bid Item No. C01-001-002.0)

NRCI Question 11.) Please reference Special Provisions Page 15 Section SP16 Track Outage Times, "Runaround Track" in where it states "Foul Shot" only. Please define "Foul Shot" and duration of a "Foul Shot". NJ TRANSIT RESPONSE: On tracks where full track outages will not be permitted, a fouling shot is a short period of time where the contractor will be permitted to foul the tracks to perform work. These fouling shots will be at NJ Transit's discretion, as specified in the General and Special Provisions.

NRCI Question 12.) Please reference Sheet 94, Drawing DS-STR-12 in where the proposed Industrial Waste Platform is depicted. The physical location of the Platform within the Meadows complex is not defined. Please provide the location on the Architectural drawings as well as the allowable work times and permissible access and any Catenary or other overhead interferences. NJ TRANSIT RESPONSE: Refer to drawing PL-ELE-27 for location of the platform. Catenary outages will be as specified in the Special Provisions.

NRCI Question 13.) Please reference Addendum No.1, Critical Dates No. 2 in where NJ Transit is seeking a deadline of "Monday?" April, 6, 2017. However in the same paragraph goes on to state and confirm the contract language that questions are due no less than 10 calendar days prior to the scheduled Bid opening. Inasmuch April 6, 2017 is not a Monday please confirm that NJ Transit will accept questions up to and including Monday, April 24, 2017 which is 10 days before the Bid Opening. NJ TRANSIT RESPONSE: Correct NJ TRANSIT's Responses in Addendums to date. The correct due date is ten (10) Calendar Days prior to the scheduled Bid Opening. All RFIs are currently due by 4:00PM, Monday, April 24, 2017. NJ TRANSIT cannot guarantee any responses to RFI's received after April 24, 2017.

NRCI Question 14.) Please reference Sheet 95, 171, Drawing DS-STR-13 in where the proposed Water Treatment Platform is depicted. Please accurately locate the Water Treatment Platform on the Architectural including but not limited to, the existing ground/floor conditions and of what material is the surface comprised, access, photos, Height restrictions/clearance, Horizontal clearance/restrictions etc. NJ TRANSIT RESPONSE: Refer to drawing PL-ELE-16 for location of the platform. Existing floor surface shown is concrete.

NRCI Question 15.) Please reference Sheet 63/171 Drawing ARC-39 in where the waterproofing and sealant is depicted behind the New/Reinstalled Wall Panel. Please note inasmuch as the sealant needs two surfaces for which to bond, the sealant as depicted cannot be installed. Please provide a constructible detail. NJ TRANSIT RESPONSE: Omit the backer rod and sealant from this section detail.

NRCI Question 16.) Please reference Sheet 35/1171 Drawing ARC-10 in where there is a note at the South elevation of Building 2 that states "Temporarily Move Existing Trolley and Frame in this area". Please provide framing details and Weights, Heights restrictions, photos, etc. In order to accurately price this work. NJ TRANSIT RESPONSE: The existing trolley frame consists of four steel columns with knee braces, constructed from rectangular steel tubing. There are no as-built plans or other information regarding the sizes of the steel tubing. This photo shows the arrangement of the existing frame members.



NRCI Question 17.) Please provide the Sluice Gate manufacturer and Model type. **NJ TRANSIT RESPONSE:** Refer to Section 08390 of the Technical Provisions.

Questions 1-11 Set 1, dated April 6, 2017 are from Peter Egan, Vice President Estimating & Purchasing, Hall Construction Co., Inc., (HCCI), Howell, NJ:

HCCI Question 1) The DBE Requirements include an announcement that notes "the New Jersey Unified Certification Program (NJUCP) partners will no longer issue certificates as proof of DBE certification" and it further states that "the certifying partners (NJDOT, PANY/NJ and NJT) will continue to issue certification letters to firms"; also, Title 49 subpart 26.81 (g) requires a DBE directory to be maintained by each agency. Please provide a copy of the current NJT Transit list of approved DBE Certified Contractors. : NJ TRANSIT RESPONSE: All certified DBE firms eligible

to participate on this contract can be located at www.njucp.net you can search by firm name, business description or by North American Industry Code System (NAICS).

HCCI Question 2) Special Provisions Article SP.29 notes to submit DBE Forms A, A1, A2, B, D and Certificates; please confirm that Form A2 - Non-DBE Subcontractor Utilization Form is not required to be submitted if the contractor achieves 21% Race Conscious DBE goal. NJ TRANSIT RESPONSE:

Answer: The form A2 is a required form. It must be completed and submitted along with the forms A, A1, B and DBE certificates/letters. All NON-DBEs that will be working on this project must be listed on the form A2. If there is no NON-DBE firms working on this project simply complete the top portion of the form and write the word "NONE" in the section used to list the NON-DBE firm's information.

HCCI Question 3) The project plan set was uploaded as a PDF with the sheet size as 11"x17". This renders the scale incorrect when performing digital quantity takeoffs. The correct drawing size is believed to be 24"x36". Please confirm and upload the drawing file at its original size for use with computer estimating software. NJ TRANSIT RESPONSE: A 22" x 34" version of the drawing .pdf file is attached and included as part of this addendum. Refer to D-size drawing set-Filename: 160818 MMC-100%_Drawings_Jacobs_full size).

HCCI Question 4) Special Provisions SP 10 – Use of Premises notes "All Contractor vehicles will be limited to the designated storage areas"; storage areas are not shown on the contract drawings. Please provide locations. NJ TRANSIT RESPONSE: Contractor parking and staging area shall be as shown in Attachment A - Parking and Staging Map.



Directional signs, as shown in Attachment B – Signage, shall be posted as shown in the Parking and Staging Map and as directed by the Construction Manager. The signs shall be aluminum sheet conforming to the requirements of NJDOT Section 911.01.01. Install the signs on 4x4 inch wood posts. No metal supports will be allowed. Payment for the signs will be made under the Bid Item C01-001-002.0 Mobilization. The quantity of each sign shall be as follows:

- (2) of the sign with the description of the job and the right arrow
- (3) of the straight ahead arrow sign
- (3) of the left arrow sign
- (2) description sign with no arrow



Two additional storage areas specified in SP10, paragraph 4.2.18 are shown in Attachment C – MMC-Yard Site Plan. This site plan is provided as information only, and is not part of the Contract Documents.



HCCI Question 5) Special Provisions SP 10 also notes "The Contractor shall fence and secure the perimeter of the Construction Manager's and Contractors trailers and parking areas"; this area is not identified on the contract drawings. Please provide location. NJ TRANSIT RESPONSE: <u>The construction trailer and parking area shall be as shown in Attachment A – Parking and Staging Area Map.</u>

HCCI Question 6) The Technical Provisions include a Limited Hazardous Materials Investigation Report prepared by Matrix Neworld and Section 02010 Environmental Requirements which identifies Lead-Based Paint, Microbial Findings and Contaminated Soil; associated cost for Contaminated Soil Disposal is to be included in bid line item C02-002-004.0 but line items have not been provided for the Lead-Based Paint or Microbial Remediation work; please advise. NJ TRANSIT RESPONSE: New Site Work (Section 02010) bid line item No C02-002-003.0 Allowance for Lead Paint Remediation. If lead-based paint or microbial contamination is encountered or suspected while performing the work, the Contractor shall immediately stop work in that area and notify the Construction Manager. Compensation will be in accordance with Special Provisions No. 30-SCOPE OF PAYMENT.

HCCI Question 7) Detail 9/ARC-38 shows "Typical Sill Joint." Please confirm that the extent of this work is the 241'-0" shown on Drawing ARC-09. Also, please advise if the existing joint material remains and is to be removed. NJ TRANSIT RESPONSE: : Provide sill joints at the locations shown on the plans and elevations. The joints receiving new joint seals shall be prepared as specified in Section 07920 of the Technical Provisions.

HCCI Question 8) Drawing DS-STR-04 shows a foundation plan for the large swing gates. No detail is given for the "Gate Storage Footing" or the "Gate Hinge Footings (North & South)". Please provide size & reinforcement details for these foundations. NJ TRANSIT RESPONSE: <u>The footings shall</u> be 1'-6" thick, with bottom of footing 3'-0" below grade.

HCCI Question 9) Swing Gate H10 is shown on Drawings ARC-14 & DS-STR-03 as a 12'-0" wide. The same gate is noted on the Gate Schedule (ARC-34) as a 13'-0" wide gate with a 14' wide rough opening. Please clarify. **NJ TRANSIT RESPONSE**: <u>The gate is 12'-0" wide.</u>

HCCI Question 10) Drawing ARC-37 Details "Door Type B" with a width of 96'-0". The Door Schedule on Drawing ARC-18 shows Door Type B to be 6'-0" Wide. Please confirm that the width of 6'-0" is correct. NJ TRANSIT RESPONSE: Confirmed. It is a 6'-0" Door. Disregard the 96'-0" dimension.

HCCI Question 11) Drawing ARC-18 shows a wall running north to south between existing column lines B/C & 4/5 abutting the new generator platform. Although this appears to be a new wall, there are no call-outs indicating any new construction. Please confirm this is an existing wall to remain with no new work required. NJ TRANSIT RESPONSE: This is a proposed flood wall. Refer to drawing DS-STR-11 for details.

Question 1 Set 22, dated April 18, 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

Reference NJ TRANSIT Response in Addendum No 3-RCCI Set 11 dated March 31, 2017:

RCCI Question 1.) We made a few typographical errors which caused your understanding of our question to be incorrect and thus your response is incorrect. Let's try it again.

From Addendum No 3-RCCI Set 11 dated March 31,2017

RCCI Question 2) Drawing ARC-D03 calls for removal of some of the glass panels at Stair Tower '.

Drawing ARC-35 calls for "METAL INFILL PANELS with which to place in lieu of the removed glass. SECTION 8/ARC-35 shows the Metal Panels. At the scale drawn the metal panels are approximately 5" (inches) thick. We know that is not the correct thickness. Please provide detailed information on the thickness of the existing glass, the proposed thickness of the proposed metal panels, and the characteristics of the metal panels, gauge, layers, galvanized, color, etc.? NJ TRANSIT Response: <a href="It appears that you are referring incorrectly to section 8/ARC-38 instead of the correct metal infill panel section 8/ARC-35. Refer to Technical Provisions Section 07410 for metal wall panel

Technical Spec SECTION 07410 FORMED METAL WALL PANELS at 1.01, says

- A. Section Includes
 - 1. Exposed fastener lap seam metal wall panels

As we can agree "Exposed fastener lap seam metal wall panels" will not be suitable for "METAL INFILL PANELS." Please provide a Specification and detailed information on the thickness of the existing glass, the proposed thickness of the proposed metal panels, and the characteristics of the metal panels, gauge, layers, galvanized, color, insulation, etc

NJ TRANSIT RESPONSE: The drawing scale for 8/ARC-35 is correct, showing a +/- 1/2" thick metal panel. Panel thickness to be verified in field. An updated Section 07410 with a Basis of Design for the Metal Infill Panels will be provided.

Question 1 Set 23, dated April 19, 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RFI No RCC Set 11, Question No. 3:

RCC Question No 1) Regarding the following question from Addendum No 3, we failed to clearly state our question.

Let's try it again.

RCCI Question 3) On Drawing ARC-16, top center, please explain the intent of the note "SALVAGE"

AND REINSTALL SANDBAGS TO PROTECT FUTURE SUBSTATION AREA UNTIL SUBSTATION

IS INSTALLED UNDER A SEPARATE CONTRACT." So, do we remove them and come back and

reinstall them after substation is completed? When will it be completed? Is it the intention to empty

the bags and store them? Or is the intention to carry the filled sandbags to a storage location. Please advise the size and manufacturer of the Sandbag System so we may become familiar with the

system. NJ TRANSIT Response: If the substation is not yet in place when this Contract begins, then the sandbags must be removed and stored as necessary to allow construction of

the new floodwall to the limits shown. Then the sandbags must be replaced to seal off the

opening between the new floodwall sections. The bags may be emptied and re-filled at the

Contractor's option. If the substation is in place when this Contract begins, then there will be

no existing sandbags, and the new floodwall will be constructed to the limits shown.

If the substation is not yet in place when this Contract begins, then the sandbags must be removed and stored as necessary to allow construction of the new floodwall to the limits shown. Then the sandbags must be replaced to seal off the opening between the new floodwall sections. The bags may be emptied and re-filled at the Contractor's option.

If the substation is in place when this Contract begins, then there will be no existing sandbags, and the new floodwall will be constructed to the limits shown.

We interpret that this is to say that either the Substation Contractor or the Contractor for this Contract will remove the Sandbags. So if this Contractor has the cost in his bid, but the Substation Contractor has already removed the Sandbags, then NJ Transit will be paying twice for the removal. Is that correct? NJ TRANSIT RESPONSE: There will be no double payment. For bidding purposes, assume the Substation Contract work has not been done, and the bags will be in their existing locations shown on the plans. The bags will need to be removed, salvaged, and reinstalled as shown.

We interpret that "construction of the new floodwall to the limits shown" to mean that, irrespective if the Substation is constructed or not constructed, there will be a gap of approximately 103'-0" in the Floodwall as shown on Drawing ARC-16. And this gap will be filled with the salvaged sandbags (or new sandbags as necessary) Is that correct? NJ TRANSIT RESPONSE: As noted above, assume that the Substation Contract work has not yet been done, and the salvaged bags must be reinstalled to fill in the 103' gap between the wall sections to be constructed in this Contract.

We interpret that, if, for some reason, the Substation Contractor does not appear during the course of this present Contract, then it will not be necessary to remove the entire line of Sandbags, but only the Sandbags on the West end and on the East to end to enable "construction of the new floodwall to the limits shown." Then the localized West end and East end Sandbags which were removed will be replaced. Is that correct? NJ TRANSIT RESPONSE: The decision as to how many bags need to removed and salvaged to allow

construction of the new wall is up to the bidder/contractor. The Contract requires that the 103' gap be closed with the salvaged bags (again, assuming the Substation Contract work has not yet been done at that point in time)..

Please advise the manufacturer, model number and or size of the Sandbags so that if any are damaged during operations, we will be able to replace them with the proper product.

NJ TRANSIT RESPONSE: TrapBag, 4 feet high, www.trapbag.com

Regarding the following question from Addendum No 3, RCCI Set 15, Question 3:

"RCCI Question 3) Just above the SILL DETAIL is shown "TYPICAL MOUNTING DETAIL." This detail shows "EXPOSED FASTENERS" in light line weight. Are these existing fasteners? What is the spacing? NJ TRANSIT Response: The fasteners are proposed, not existing. Fastener spacing shall be as per the manufacturer's approved shop drawings."

RCCI Question No 1) The conventional drafting presentation for existing features is "light line weight"; while proposed features are heavy line weight. If these are proposed fasteners, they should be drawn **darker**.

Also shown in light line weight are what look to be the fasteners for the SILL FLASHING and the TRIM FLASHING. We now deduce that this light line weight is proposed as well. Is that correct? **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

Questions 1-3 Set 25, dated April 20, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

The key numbers on the "clouds" on the excerpt of Dwg ARC-53 (see below) correspond to the following inquiries:

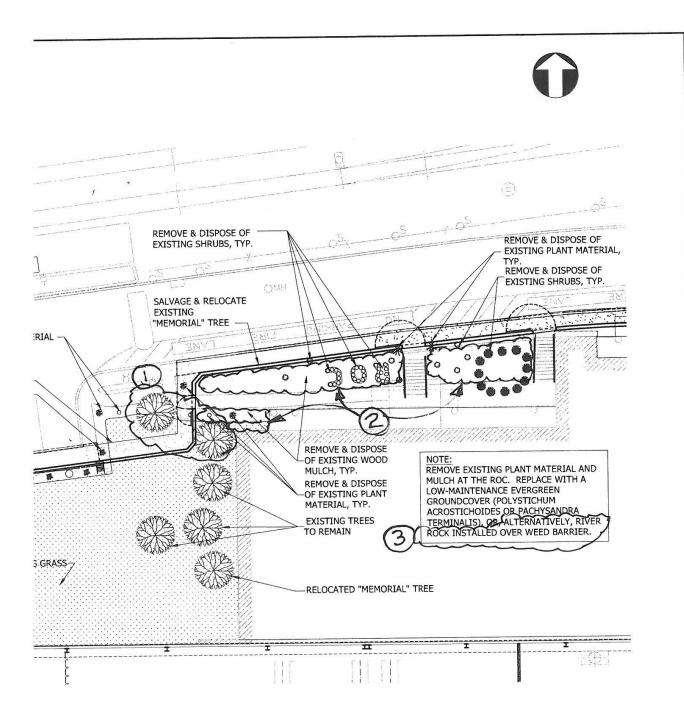
RCCI Question No 1.) What is the proposed fate of these two trees? NJ TRANSIT RESPONSE: The two trees are Existing to Remain. See General Note #2 on ARC-53.

GENERAL NOTES:

- SALVAGE EXISTING PLANT MATERIAL TO BE RELOCATED PRIOR TO ANY CLEARING OR GRADING TAKING PLACE. ALL EFFORTS SHALL BE TAKEN TO PRESERVE THE INTEGRITY OF THE PLANT. TEMPORARILS STORE IN PROTECTED NURSERY AREA UNTIL REINSTALLATION; REPLACE IN KIND ANY PLANT MATERIAL THAT EXPIRES WHILE IN STORAGE.
- PLANT MATERIAL THAT IS NOT TO BE REMOVED OR RELOCATED CAN REMAIN IN PLACE. RELOCATE AS NOTED ABOVE, IF IT IS DETERMINED THAT THE EXISTING PLANTS MAY BE DAMAGED DURING DEMOLITION OR CONSTRUCTION.
- RELOCATE PLANT MATERIAL AS PER DIRECTION OF NJ TRANSIT PROJECT MANAGER
- 4. PATCH AND REPAIR DISTURBED GRASS.

RCCI Question No 2.) Are these 3 areas the location which is described in "NOTE:" NJ TRANSIT RESPONSE: Yes.

RCCI Question No 3.) Is the Contractor to decide on use of the EVERGREEN GROUNDCOVER...OR, ALTERNATIVELY, RIVER ROCK..."? NJ TRANSIT RESPONSE: <u>Use the evergreen groundcover for bid pricing.</u> Revise the note to read as "...alternatively, river rock installed over weed barrier, as per the direction of NJ Transit Project Manager." NJ Transit may elect to use the river rock instead of the evergreen groundcover. If NJ Transit decides to use the river rock, a price adjustment will be made if necessary.



post of ARC-53 Questions 1-4 (Sets 1, 2, 3 and 4) dated April 20, 2017 are from Varghese K. Kudiyil, Chief Estimator, DMR Construction Services, Inc. (DMRSCI), Waldwick, NJ

DMRSCI Set 1 Question 1) RFI No: DMR-01

Please provide the height of the Sandbag Wall or the quantity of Sandbags. NJ TRANSIT RESPONSE: Sandbags are TrapBag, 4 feet high, www.trapbag.com. There is no calculated quantity for the sandbags. The decision as to how many bags need to removed and salvaged to allow construction of the new wall is up to the bidder/contractor.

DMRSCI Set 2 Question 2) RFI NO: DMR – 02

Specification Section 03310 is for FLOWABLE FILL. Please indicate where this condition is required.

NJ TRANSIT RESPONSE: The flowable fill is for backfilling the Wheel True building rabbit trough, after the rabbit assembly is removed. Refer to drawings CS-05, ARC-D-04 and ARC-41.

DMRSCI Set 3 Question 3) RFI NO: DMR – 03

Please provide Mounting details for the signage. NJ TRANSIT RESPONSE: <u>Sign mounting details</u> will be as per the sign manufacturer's approved shop drawings.

DMRSCI Set 4 Question 4) RFI NO: DMR – 04:

Section 15113 – 3 (BUTTERFLY VALVES FOR PLUMBING PIPING), 4.02,B (WIRING THE ELECTRIC ACTUATORS) indicates the BID ITEM to be C16-000-001.0. However, the BID SHEET does not have such number. Please provide the correct Bid Item Number. NJ TRANSIT RESPONSE: Bid Item C16-000-002.0 is correct as shown in the Bid Sheet. In Technical Provision Section 15113, Paragraph 4.02.B, change Bid Item C16-000-001.0 to C16-000-002.0.

Question 1 (Set 5) dated April 21, 2017 is from Varghese K. Kudiyil, Chief Estimator, DMR Construction Services, Inc. (DMRSCI), Waldwick, NJ DMRSCI Set 5 Question 1) RFI NO: DMR – 05:

On the signage schedule (ARC-57) sign types 3,4,5 and 21 don't indicate quantities but reference electrical drawings which don't pertain to signage. Can quantities be provided for those sign types? **NJ TRANSIT RESPONSE**:

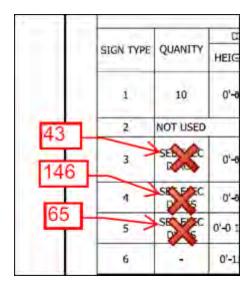
The quantities are as follows:

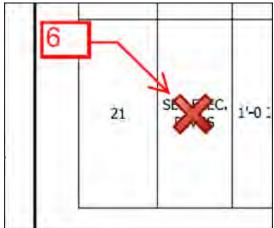
Sign #3 – Qty 43

Sign #4 – Qty 146

Sign #5 – Qty 65

Sign #21 - Qty 6





These revisions will be incorporated into the Conformed Set of Bid Documents.

Question 1 (Set 6) dated April 21, 2017 is from Varghese K. Kudiyil, Chief Estimator, DMR Construction Services, Inc. (DMRSCI), Waldwick, NJ

DMRSCI Set 6 Question 1) RFI NO: DMR - 06

Please identify where the detail section 13 shown on drawing number DST-STR-10 (92 of 171)

Where is it shown in plan view on the drawings and what drawing also how many locations?

Is all steel prime painted or galvanized? NJ TRANSIT RESPONSE: Refer to drawings ARC-10 & ARC-11 (Bldg. 2, south wall) and ARC-18 (Bldg. 3, south of lube oil tanks). The girt brace steel shall be painted, not galvanized.

Question 1, Set 26, dated April 21, 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question No. 1) RFI No RCC26

Spec SECTION 02486 YARD GRADE CROSSINGS at 1.01, A. says "Furnish and install yard grade crossing systems consisting of full depth rubber panels." We cannot find any locations shown on the drawings in their present form for grade crossings. Please advise how many and where are the grade crossings. NJ TRANSIT RESPONSE: Refer to drawings CS-05 and DS-STR-04.

Questions 1-6, Set 27, dated April 24, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question No. 1) Special Provisions page 10 at 4.2.18 designates Contractor Storage Locations. Please advise where is Building #10? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No. 2.) Drawings CS-02 and CS-03 show some areas outlined with a dark broken line labeled "LIMIT OF DISTURBANCE." Are these outlines to be interpreted as Silt Fence? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No. 3.) Spec SECTION 07130, page 4 at 3.03 PREFABRICATED DRAINAGE SHEET says "Vertical Surfaces: Install rolls of vertical drainage sheet over the completed membrane..." Is it correct to interpret that this drainage sheet is not required on this project? No TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No. 4.) On the BIDDERS PROPOSAL at Item 0210 Cable Seals there is a quantity of 96 EA. Where can we find the size, location and characteristics of these cable seals? **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

RCCI Question No. 5.) "WALL PENETRATIONS" are shown on Dwgs ARC-06, ARC-07, ARC-08, ARC-09, ARC-10, ARC-11, ARC-13, ARC-14 and ARC-15. Many of these PENETRATIONS are shown in the photographs on Dwgs ARC-43, ARC-44, ARC-45. Very many of the photographs show a note "SEAL WALL PENETRATIONS SEE TYPICAL PENETRATION DETAILS DWG ARC-35." Looking at "6/ARC-35 TYPICAL WALL PENETRATIONS SEAL", it shows an "ESCUTCHEON COVER PLATE; ALUMINUM, SIZE VARIES1/4" THICK, SELF-TAPPING MASONRY ANCHOR." In most cases this would need be a two piece cover plate because there are devices (faucets, electrical fittings, valves, etc.) which would preclude slipping the escutcheon onto the existing pipe or conduit. Is that what is expected? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question No. 6.) Dwg ARC-35 at "7/ARC-35" shows "TYPICAL OVERSIZED PIPE PENETRTION SEAL." Where, how many, and what size these "oversized seals? **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

Questions 1-7, Set 2, dated April 24, 2017 are from Peter Egan, Vice President Estimating & Purchasing, Hall Construction Co., Inc., (HCCI), Howell, NJ:

Request for Information #2 Hall Construction Co., Inc. (Hall) has reviewed the Bid Documents for the above referenced project and has the following questions:

HCCI Question 1) Drawings ARC-30 and DS-STR-02 show Wall Type 1 with a 4'-'6" wide exposed sidewalk, and an additional 1'-6" wide surface below the curb line. However, drawings ARC-02, ARC-04, and ARC-17 only depict a 4'-6" sidewalk; this discrepancy also exists for Wall Type 3A, please advise. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

HCCI Question 2) Drawing ARC-02 calls out a +/- 152'-6" of Wall Type 3 to the left of Column Line 20, which overlaps with the match line shown on ARC-04 which shows +/- 153'-7" of Wall Type 3A. Please confirm these dimensions and wall types. NJ TRANSIT RESPONSE: Response to follow via Addendum.

HCCI Question 3) The Swing Gate Schedule on Drawing ARC-34 references jamb detail 3/ARC-31 for multiple gates; this detail is missing from Drawing ARC-31, please advise. **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

HCCI Question 4) The H2 swing gate shown on Drawing ARC-04 references jamb detail 12/ARC-31, however, the Swing Gate Schedule lists jamb Detail 6/ARC-31 for this door, please advise. **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

HCCI Question 5) Swing gates H5 and H9 on Drawing ARC-34 references jamb detail 2/ARC-32; this detail is a door plan view and does not show construction details for the jamb, please advise. **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

HCCl Question 6) The scale noted for Details 2, 4 and 5 on Drawing STR-04 do not match actual dimensions listed, please advise. **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

HCCI Question 7) Numerous subcontractors and suppliers have requested additional time to properly prepare their proposals. On their behalf Hall respectfully requests the bid due date be extended two weeks to afford Hall and their subcontractors/suppliers sufficient time to prepare the bid. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

Questions 1-2, Set 1, dated April 24, 2017 are from Matt Tampellini Project Engineer, IEW Construction Group, Inc. (IEWCG), Hamilton, NJ:

IEWCG Question 1) — Using plan sheet 147 (PL-ELE-10) as one example, are track shutdowns required for electrical work that crosses over the tracks within the shop areas? NJ TRANSIT RESPONSE: All work within the track fouling limit, which is 20 feet from the nearest rail of any track, will require track outages. All work within the catenary wire fouling limit, which is 20 feet from the catenary, transmission, and signal power wires, will require the wires to be deenergized and grounded. These rules apply to all tracks, including tracks within shop areas.

IEWCG Question 2)— Similarly using plan sheet 146 (PL-ELE-09) as one example, are shutdowns required for the power connections that have to be made to the various deployed pumps near the tracks? NJ TRANSIT RESPONSE: <u>Track shutdowns will be required to install junction boxes</u>, receptacles and all other items that are to be installed within the 20-foot track fouling limit. <u>Track outages will not be required to plug in the deployed pumps</u>, since they will be deployed by NJT employees during a flood event.

Questions 1-13, Set 2, dated April 24, 2017 are from Bruce Junge, Senior Estimator, Northeast Remsco Construction, Inc. (NRCI) Caldwell Marine International, LLC, Farmingdale, NJ

NRCI Question No 1.) Please reference Specification Section, Special Provisions Section SP16, 4.11.1.6, Page 16, Tracks 4 and 5, and Page 17, Tracks 6 and 7 Catenary Outages Inside, Saturday 3:00pm to 9:00pm. Please confirm what impact the installation of the sluice gate door and framing will have on the inside Catenary and if the work will be impacted by the required Catenary Outage. Please provide the following information including but not limited to, Distance of Catenary from the Door to the Catenary, height of Catenary, etc. This information is necessary to determine if the Sluice

gate installation can only be on Saturday from 3pm to 9pm. **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

NRCI Question No 2.) Please reference Drawing DS-STR-02, Sheet 84/171 Section "L, Wall Type 1, 3 & 3A" As well as Section "L, Wall Type 2" in where the annotation for the Vertical Reinforcing states, 4" @ 12". We believe this should state #6 @ 12". Please confirm. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No 3.) Please reference Drawing ARC-02, ARC-03, ARC-04 & ARC-05 in where the lengths of the Flood all Types 1 & 3 in plan and elevation are indicated and subsequently the glazing lengths can be derived from these lengths. However many of the lengths in plan in plan are different than the elevations. Please confirm what lengths the contractor is too follow. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

NRCI Question No 4.) Please reference Drawing ARC-D03 Sheet 16/171 in where the removal of existing Stair Tower Glazing is depicted. Please confirm the temporary protection methods that are required during the period between removal of the existing glazing and the installation of the proposed wall panel infill. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

NRCI Question No 5.) Please reference Drawing ARC-D01, ARC-D02 & ARC-D07 in where removal of the existing site features are depicted. Due to Excavation depths and overcutting/slope back that may be required the limits of the existing features is not properly depicted and should be of a larger magnitude. Please revise the demolition limits that reflect actual constructability conditions. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No 6.) Please reference Addendum #3 page 9/14 RCCCI Question #5 Set 18. The NJT Response is inadequate. Please provide the physical location and the work required for the PIP/MYS Installation in order that the Contractor may determine the appropriate "Outage Times" for the work. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No 7.) Please reference Addendum #3 page 9/14 RCCCI Question #3 Set 18. The NJT Response is inadequate. Please provide the composition/layers of the existing pavement in order that the work can be accurately priced. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No 8.) Please reference Addendum #3 page 6/14 RCCCI Question #1 Set 13. The NJT response is contrary to what was stated by NJT at the Prebid meeting. Please confirm the work required for Milestone #1. Please reference NRC April 6, 2017 Question as follows: Please reference Special Provisions Section SP8 Intermediate Milestone #1 in where the work required for the Waste Treatment Plant and the Fuel Shed must be completed in 250 Days. Please reference all specific locations, details and drawings that depict the work required for the Milestone. The references of Waste Treatment and Fuel Shed are not clearly depicted on the drawings. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No 9.) Please reference Addendum #3 page 2/14 RCCCI Question #3 Set 3. The NJT response is inadequate. The NJT response refers the reader to an 11 page specification that simply guides the Contractor with a general specification rather than specific material sizes gauges,

lengths and details. Please provide appropriate ships ladder details in order that all bidders and pricing the same ships ladder detail. **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

NRCI Question No 10.) Please reference Drawing ARC-24, Sheet 49/171 in where work at Building 14 is depicted. However the contract documents do not depict any specific detail or work for this location other the note on the subject drawing. Please provide appropriate details, photos, etc. in order that the work may be properly priced **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

NRCI Question No 11.) Please provide the actual digital photos in order that the Contractor may print and enlarge without distortion. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No 12.) Please reference Drawing ARC-45, Sheet 69/171 in where Detail Photo, 4/ARC-45 states to seal holes "after" removal of electrical equipment. Inasmuch as the current documents do not depict electrical demolition requirements, please provide details and designations of the Electrical demolition that is required. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question No 13.) Please reference Drawing ARC-32, Sheet 56/17 Detail 8/ARC-32. Please provide more information for the detail of the Removable Column Storage Rack including but limited to, size, length, coating requirements, etc. **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

This concludes Addendum No 5. Bidders must acknowledge receipt of this addendum on the acknowledgment of receipt of addendum with your e-bid submission.

Sincerely,

Robert Delitto

Managing Contract Specialist

Robert Delitto

Contracts/Division of Procurement E mail: RDELITTO@NJTRANSIT.COMFax(973)491-7597

CC: W. Schenkel/W. Wong/J. Barricella-HNTB/F.Grigni-JEG/J-Rush-Gilbert/J. ladanza/Bid Desk/IFB File

4 Attachments to addendum 5:

1) 160818 MMC-100%_Drawings_Jacobs_full size;



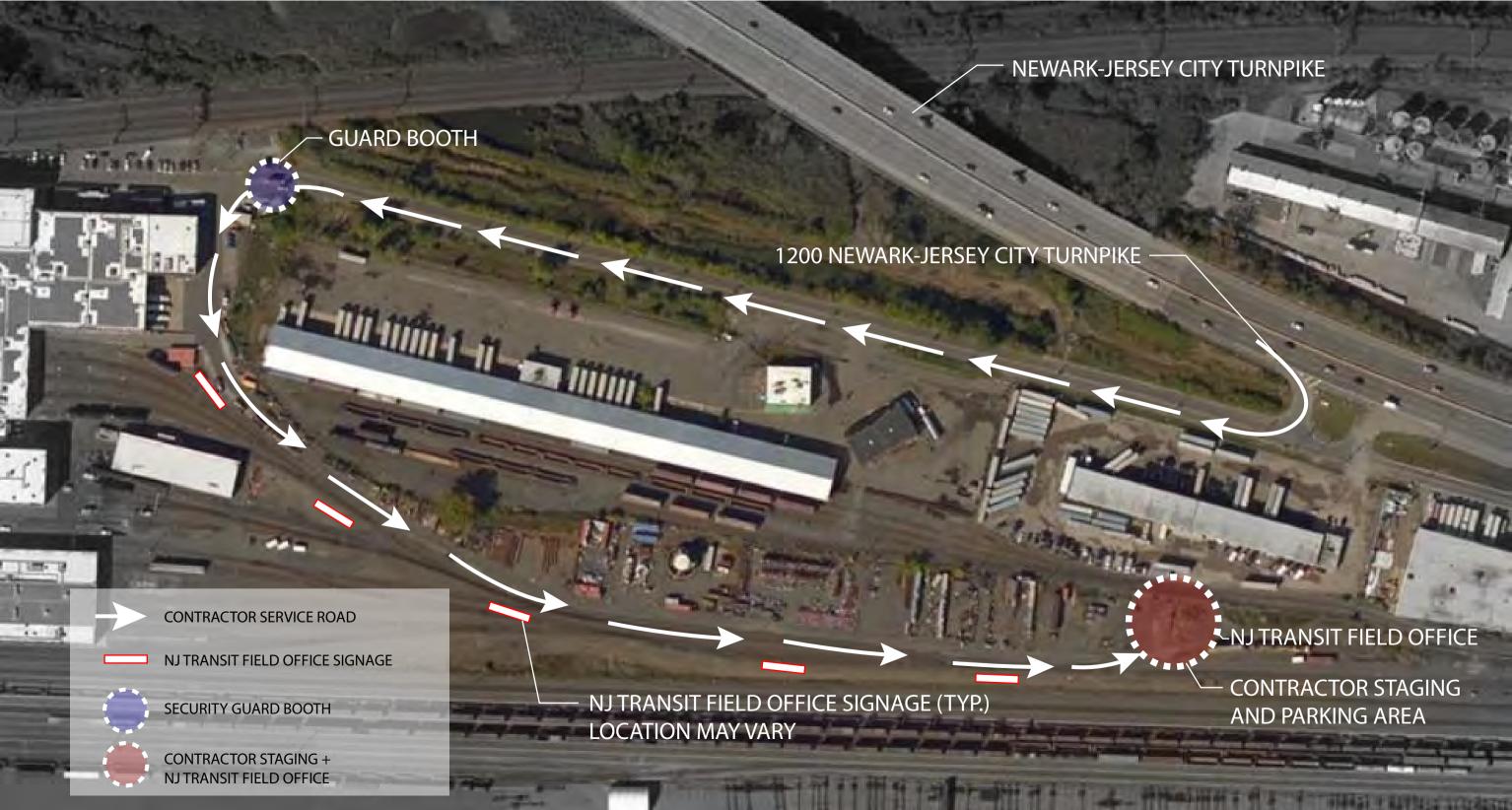
Attachment
2) A_Parking and Stagin



Attachment B_Signage.pdf



Attachment C - MMC-Yard Site Plan.x





CONTRACT 17-006X

MMC/ ROC: BUILDING FLOOD CONTROL/ PUMPS AND GENERATORS

-ALL DELIVERIES -ALL PERSONNEL

REPORT TO FIELD OFFICE

FOLLOW THE PROCEEDING SIGNS TO OFFICE



CONTRACT 17-006X

MMC/ ROC: BUILDING FLOOD CONTROL/ PUMPS AND GENERATORS

-ALL DELIVERIES -ALL PERSONNEL

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FOLLOW THE PROCEEDING SIGNS TO OFFICE

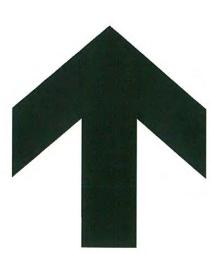




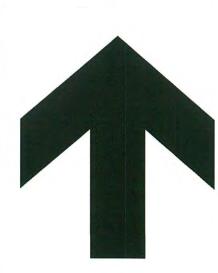
CONTRACT 17-006X

MMC/ ROC: BUILDING FLOOD CONTROL/ PUMPS AND GENERATORS

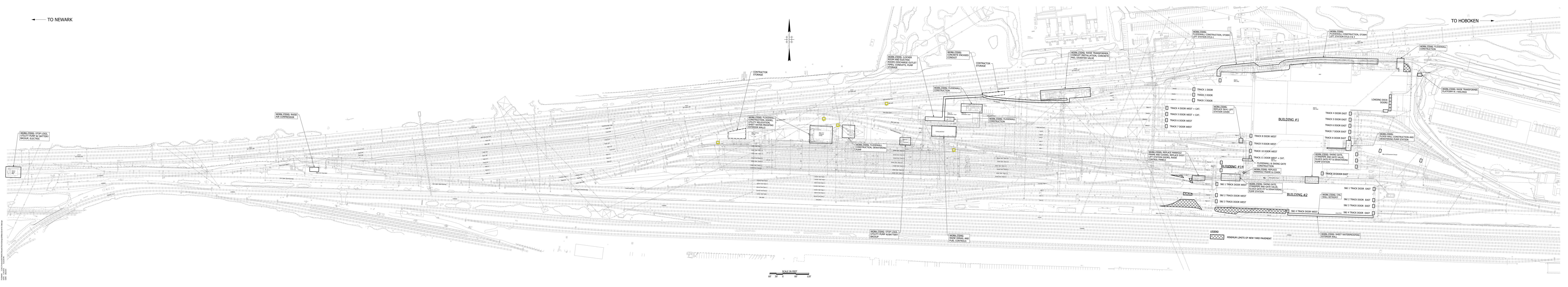




CONTINUE TO OFFICE



MMC/ ROC: BUILDING FLOOD CONTROL/ PUMPS AND GENERATORS **CONTRACT 17-006X**



Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Richard T. Hammer, Commissioner
Steven H. Santoro, Executive Director



April 13, 2017

RE: INVITATION FOR BID NO.17-006X Construction of Permanent Site Flood Protection Measures to Protect NJTRANSIT'S Meadows Maintenance Complex (MMC) and Rail Operations Center (ROC), Kearny, NJ Addendum No. 4

To whom it may concern:

The following constitutes Addendum No. 4 and must be acknowledged by each Bidder acknowledging receipt of addendum with your e-bid submission. Failure to do so may render a bid as non-responsive.

ITEM#I: Incorporate the following question/request for information along with NJ Transit's responses (underlined):

CRITICAL DATES

All RFIs are due by April 24,2017. NJ TRANSIT cannot guarantee any responses to RFI's received after April 24, 2017.

Question 1, Set 1, dated March 27. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) We have been searching for technical data to forward to the vendor for Item 0240 Gantry Crane. We have the specification Section 14640 Gantry Crane. Three potential vendors are named on page 2 at 2.01, A. Could you please provide a Model Number, or a size, or a capacity? NJ TRANSIT Response: Response to follow via addendum.

Questions 1-3, Set 2, dated March 27. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-03 shows SECTION 3/ARC-30. Referring to Drawing ARC-30; SECTION 3 shows the "GLASS WALL" on top of the concrete wall. A detail for the GLASS WALL is identified as 2/ARC-39. Referring to Drawing ARC-39; DETAIL 2 shows the GLASS WALL 2'-0" high above the top of the concrete wall. The glass is held in an aluminum frame Please describe how the aluminum frame is to be fabricated to hold the components together. Please describe the anchors required to anchor the frame to the concrete wall? ? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 2) Now, going back to 3/ARC-30. There appears a note "SEE STRUCTURAL DRAWINGS FOR DETAILS, TYP." Searching the structural drawings we find on Drawing DS-STR-02 top left corner "LWALL" – TYPE 1 (SHOWN) TYPE 3 & 3A (SIMILAR)." At the top of this detail is shown a dimension line from EL. 12.75 at the top of the wall to EL. 10.75 two feet below the top of wall. A note on the dimension line says "SEE PLAN AND 'GLASS TOP ALTERNATE' FOR TYPE 3 AND 3A WALLS." So, just to the left of this detail is shown the "GLASS TOP ALTERNATE FOR TYPE 3, 3A AND 4 WALLS." This detail shows the GLASS and the ALUMINUM FRAME. The

detail further describes a BLOCKOUT the size as of the manufacturers recommendation. So it appears that the aluminum frame has the 'posts' embedded in the top of the wall. However this BLOCKOUT or recess is not shown on ARC-39.

- A. Is the GLASS WALL truly ALTERNATE? ? NJ TRANSIT Response: Response to follow via addendum
- B. If so, who determines which Alternate on which to bid ? NJ TRANSIT Response: Response to follow via addendum
- C. What is the correct anchoring method. ? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 3) Is the ALTERNATE applicable to all Type 3, 3A, and 4 walls? ? NJ TRANSIT Response: Response to follow via addendum

Questions 1-2, Set 6, dated March 29. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE ¼" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. **NJ TRANSIT Response:** Response to follow via addendum

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-2, Set 7, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE ¼" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. **NJ TRANSIT Response:**Response to follow via addendum

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-4, Set 8, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

The following questions are numbered and correspond to the numbers on the attached excerpts of the drawing:

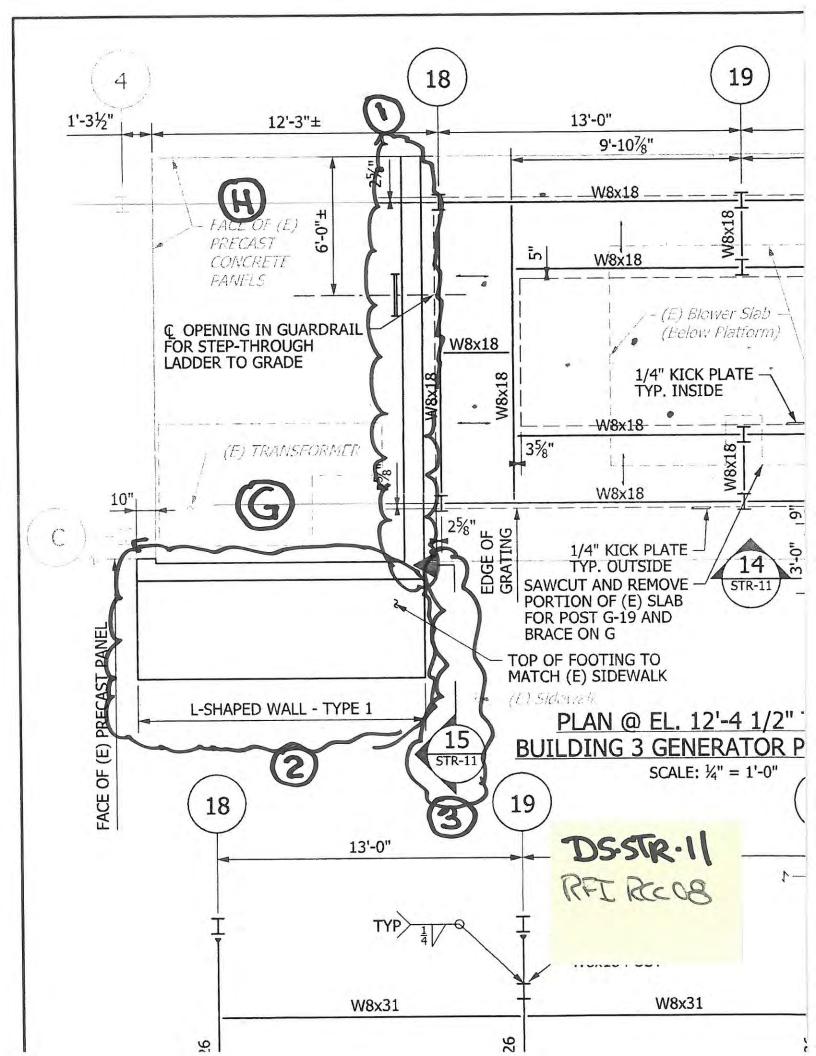
RCCI Question 1) On Drawing DS-STR-11 this long, narrow rectangle looks like it might be part of a wall. We cannot find any description of it. Please advise what is it? **NJ TRANSIT Response:**Response to follow via addendum

RCCI Question 2) On Drawing DS-STR-11.this is designated as "L-SHAPED WALL - TYPE 1", and refers to **15/STR-11**. **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 3) **15/STR-11** looks a little bit like an "L WALL – TYPE 1" but does not show the shear key at the bottom nor does it show the raised curb. So should it maybe be an "L WALL TYPE 3A"? **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 4) Can you advise where we may find additional information about the size, shape, thickness and type of the existing pavement? NJ TRANSIT Response: Response to follow via addendum

Questions 1-4, Set 8, dated March 30. 2017 correspond to the numbers on the attached excerpts of the following two drawings



Questions 1-4, Set 9, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) On Drawing ARC-31 lower right hand side SWING GATE SECTION @ METAL WALL PANEL contains a note at the top saying "NOTE: REMOVE PORTION OF EX. SILL AT THIS LOCATION." What sill? What location? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 2) On Drawing ARC-31 upper right hand side at the detail "SILL SECTION (PASSIVE/STORAGE" seems to show the swing gate lowered down onto the FLUSH SILL; while the detail "SILL SECTION (ACTIVE)" seems to show the PIVOTING ROLLER engaged and the gate raised off the FLUSH SILL. Are the titles reversed? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 3) On Drawing ARC-34 at the SWING GATE SCHEDULE gates H5, H9, and H12 show in the SILL column to refer to **3/ARC-32**. Detail 3/ARC-32 seems not to shown SILL information. Is the SILL information somewhere for gates H5, H9, and h12? **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 4) Drawing DS-STR-04 bottom left hand side of drawing shows **SECTION 3 ELEVATION**. In this detail shows "HI-RAIL CROSSING SYSTEM." The HI RAIL panels come in 3' long panels. Should the panels be cut to match the width of the GRADE BEAM or should the full 3' panel be used overlapping the GRADE BEAM by 1 foot on each side? **NJ TRANSIT Response: Response to follow via addendum**

Question 1, Set 14 dated March 31. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1). Drawing DS-STR-16 shows "1'-0" DRILLED SHAFTS and "2'-0" DRILLED SHAFTS" at various locations. At top center of drawing says "NOTE: SEE DRAWING DS-STR-05 FOR DETAILS NOT SHOWN HERE." Referring to DR-STR-05 upper right corner "SECTION 23/STR-05" shows rebar info for 18" DIA SHAFT and for 12" DIA SHAFT. There is no info shown for "24" DIA SHAFT." Is the 18" dia. shaft info intended to be 24" dia. shaft info? Please advise. NJ TRANSIT Response: Response to follow via addendum

Questions 1-5 Set 19, dated April 5, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-11 bottom right corner calls for " 31'-0" WATERPROOFING MEMBRANE WALL PROTECTION", but the existing rollup door No. 34 occupies approx. 16' of the distance and existing man door No. 33 occupies approx. 4' of the distance. We think the dimension of 31'-0" should be more like 12'+/-. Please advise. NJ TRANSIT Response: The dimension for the waterproofing membrane wall protection is the overall length of that section; the gate lengths should be subtracted from this dimension.

RCCI Question 2) Drawing CS-02 "SOIL EROSION AND SEDIMENT CONTROL PLAN 1" shows the Limit(s) of Disturbance(s). For some reason the Swing Gate from Building #4 to Building #1 is not shown; and the two (2) Double Swing Gates from Building #1 to Building #2 (across the Thoroughfare Track #14) are not shown. Please advise. NJ TRANSIT Response: CS-02 shows limits of disturbance for the floodwall excavation areas only.

RCCI Question 3) Drawing ARC-15 upper right corner, says in one place " +/-91'-6" SEAL (4) VERTICAL WALL JOINTS AND HORIZONTAL SILL JOINTS" and close by in another place " +/- 75'-0" SEAL (4) VERTICAL WALL JOINTS AND HORIZONTAL SILL JOINTS." **NJ TRANSIT Response:** The correct sheet reference is shown on ARC-15.

Please direct us to the detail for Seal Vertical Wall Joints? <u>NJ TRANSIT Response: The correct sheet reference is shown on ARC-15.</u>

Please direct us to the detail for Seal Horizontal Sill Joints? <u>NJ TRANSIT Response: The correct</u> sheet reference is shown on ARC-15.

RCCI Question 4) Drawing ARC-04 extreme bottom left shows a callout for "48'-8" WATERPROOFING WALL PROTECTION SEE **A**/ARC-39." We recognize that it should say "...SEE **4**/ARC-39." However, most of the wall is occupied by existing man doors or by existing rollup doors. Rather than 48'-8" the WALL PROTECTION looks to be more like 26'. Would you agree? **NJ**TRANSIT Response: See Question No. 1 response above. The dimension for the waterproofing membrane wall protection is the overall length of that section; the gate lengths should be subtracted from this dimension.

RCCI Question 5) At the top of Drawing ARC-D02 between Col 9 and Col 13 there is a callout for "+/- 119'-4" REMOVE PORTION OF EXISTING METAL WALL PANEL FOR INSTALLATION OF WATERPROOFING" However the corresponding location on Drawing ARC-04 does not callout for "+/- 119'-0" WATERPROOFING MEMBRANE WALL PROTECTION SEE 4/ARC-39" Is this portion of wall to be waterproofed? NJ TRANSIT Response: Omit the dimension string for "=/- 119'-4" REMOVE PORTION OF EXISTING METAL WALL PANEL FOR INSTALLATION OF WATERPROOFING" from ARC-D02

Questions 1-4 Set 20, dated April 5, 2017 are from **Pete Dunn,** Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-D04 at the left side calls for " +/- 338'-8" REMOVE PORTION OF EXISTING METAL WALL PANEL FOR INSTALLATION OF WATERPROOFING." The corresponding location on ARC-10 left side calls for " 338'-9" WATERPROOFING MEMBRANE WALL PROTECTION (EXTERIOR) SEE ARC-39" [we think it should say "...SEE 4/ARC-39"]. There is no mention on this drawing of replacing the "...PORTION OF EXISTING METAL WALL PANEL...." However Drawing ARC-D06, a demolition drawing, confirms that the existing metal wall panels are to be replaced after waterproofing; but ARC-09 and the left side of ARC-10, construction drawings make NO mention of replacing the metal panels. That is a little confusing. In the event some of these panels are damaged or otherwise unusable,; since there are dozens of wall panel types, shapes, and thicknesses, could you please give us a manufacturer's panel model number? NJ TRANSIT RESPONSE: The detail on ARC-39 calls out to "REMOVE AND SALVAGE EXISTING METAL PANEL, REINSTALL AFTER INSTALLATION OF SELF-ADHERED SHEET WATERPROOFING MEMBRANE". Additionally, refer to Section 07410 of the Technical Provisions.

RCCI Question 2). Drawing ARC-D04 bottom right side and ARC-D05 bottom left side say " +/- 384'-0" REMOVE PORTION OF EXISTING EIFS FINISH, TYP." and Drawing ARC-D06 describes the upper limit of EIFS removal, but, as expected, says nothing about what replaces the EIFS. Drawing ARC-10 bottom right and ARC-09 bottom left (construction drawings) do call out "WATERPROOFING MEMBRANE WALL PROTECTION AND CORRUGATED METAL PANEL". The Specification 07410 FORMED METAL WALL PANELS is rather broad and vague and since there are many wall panel types, shapes, and thicknesses, could you please give us a manufacturer's panel model number? **NJ**

TRANSIT RESPONSE: Refer to Section 07410 of the Technical Provisions and Sheet ARC-35 for details.

RCCI Question 3) Drawing DS-STR-04 at the top right shows "MAIN DOOR", we think this was meant to say **MAN** DOOR. **NJ TRANSIT RESPONSE**: <u>Yes.</u>

RCCI Question 4). Specification 07840 CONDUITS AND CABLE SEALS page 5 at 4.02 PAYMENT says "Payment...will be made at the price per each bid for the item CONDUIT AND CABLE SEALS (Bid Item No. C07-006.003.0). That item is not listed as yet on the Bid Form. Would you be intending to create that item? NJ TRANSIT RESPONSE: Item is listed on the Bid Form SEE BELOW.

	20	5	Metals (Sections 05110, 05120, 05510, 05520, 05530)	C05-000-001.0	LS	1	700000	Division 5 Lump Sum - Metals
	21	7	Thermal and Moisture Protection (Sections 07130, 07140, 07210, 07410, 07570, 07620, 07910, 07920)	C07-000-002.0	LS	1	364000	Division 7 - All Remaining Work
			Thermal and	00. 000 002.0				
			Moisture Protection					
1	22	7	(Section 07840)	C07-006-003.0	EA	96	1300	Conduit and Cable Seals
			Doors and Windows					
2	23	8	(Sections 08110, 08310, 08390, 08710, 08815)	C08-000-001.0	LS	1	5057000	Division 8 Lump Sum - Doors and Windows
			Specialties					•
			(Sections 10400,					
2	24	10	10561)	C10-000-001.0	LS	1	3000	Division 10 Lump Sum - Specialties
			Conveying Systems					
2	25	14	(Section 14640)	C14-004-001.0	LS	1	49000	Gantry Crane

Questions 1-4 Set 21, dated April 6, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-D06 indicates a section cut through the wall 1/ARC-D10. Referring to 1/ARC-D10 it shows Removal of the EIFS from the First Reveal down to the CMU Substrate. Drawing ARC-11 shows that the replacement of this EIFS will be with "CORRUGATED METAL PANEL" installed after Waterproofing of the CMU. Drawing ARC-11 also shows a section cut through the wall 1/ARC-35. This Section 1/ARC-35 shows the replacement panel as "CORRUGATED METAL PANEL, TYP.". On the same drawing Sections 2, 3, and 4/ARC-35 show the replacement panel as "1½" METAL PANEL, TYP". At 1½" thick, it could be assumed that the panels will be "insulated" metal panels. Would that be a correct assumption? NJ TRANSIT RESPONSE:_Response to follow via Addendum.

RCCI Question 2). The Section 4/ARC-35 is labeled as "SILL DETAIL" and it shows the WATERPROOFING MEMBRANE "continuing below grade by 6" and covered with "5/16" FIBER CEMENT PROTECTIVE BOARD". The South wall of the building seems to have Field Ballast" adjacent, so removal and replacement of the ballast is not an issue. However on the West and East walls there seems to be a sturdy concrete slab adjacent to the wall. Is it your intention to chop up the concrete slab in order to install the "underground" waterproofing? **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

RCCI Question 3) Drawing DS-STR-01 at GENERAL NOTE 2. B. d. says "STRUCTURAL STEEL...SHALL BE HOT DIP GALVANIZED..." Drawing ARC-11 lower right corner has a callout "GIRT TYPICAL BETWEEN ALL COLUMNS ON T (13 LOCATIONS) SEE SECTION 13 DS-STR-10. These girts and connections are all interior; is galvanizing required for indoor steel? **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

RCCI Question 4) SECTION 12 DS-STR-10 shows 2 new interior columns for the Sluice Gates at Door 29 and Door 34 (TRACK 18, Wheel True). Is galvanizing required for this interior steel? **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

Questions 1-17 Set 1, dated April 6, 2017 are from Bruce Junge, Senior Estimator, Northeast Remsco Construction, Inc. (NRCI) Caldwell Marine International, LLC, Farmingdale, NJ

NRCI Question 1.) Please reference Drawing ARC-03, Sheet 28/171 in where Detail 3/ARC-03 depicts the elevation of the glass panels on top of the proposed flood wall and contains an annotation that states, "NJ Transit Logo to be Etched into Floodwall Glazing per the direction of the NJ Transit Project Manager". Please confirm, including but not limited to, Upon the direction of the NJ Transit Project Manager will this work be paid under the allowance, the specification for the etching, who will provide the Logo Graphic for etching, etc. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question 2.) Please reference Sheet 96, Drawing DS-STR-14 in where the "ATS and Docking Station Support (PIP)" and "Fuel Master Plus" support are depicted. Please confirm the existing ground/floor conditions and of what material is the surface comprised. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

NRCI Question 3.) Please provide dimensions and capacity of the Gantry Cranes **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

NRCI Question 4.) Please reference Sheet 96, Drawing DS-STR-14 in where the "Fuel Master Plus" support are depicted. Please confirm the intent and the difference between "Normal Operating Condition" and "Raise During Flood Condition". Please clarify what details the Contractor is too follow. Is the Contractor to supply materials to NJT for future modification in the event of a flood event. Please provide clearer direction and better details. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question 5.) Please reference Sheet 95, Drawing DS-STR-13. Please confirm Section 18/STR-013 of the right side of the sheet should read 20/STR-013. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

NRCI Question 6.) Please reference Special Provisions Section SP8 Intermediate Milestone #1 in where the work required for the Waste Treatment Plant and the Fuel Shed must be completed in 250 Days. Please reference all specific locations, details and drawings that depict the work required for the Milestone. The references of Waste Treatment and Fuel Shed are not clearly depicted on the drawings. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question 7.) Please reference Special Provisions Section SP10 Subsection 4.2.14 in where it states that there are no outages permitted for the Microwave Tower and that a Temporary Generator

must be provided for "cutovers". Please confirm the permissible times for the "cutover". **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

NRCI Question 8.) Please reference Special Provisions Page 5, Section SP10, 3rd Paragraph 2nd Sentence in where it states "Contractors Time of Completion". We believe this should state the "Contract Time of Completion. NJ TRANSIT RESPONSE: Understood as Contract Time of Completion

NRCI Question 9.) Please reference Special Provisions Page 5 Section SP10, Subsection 4.2.18 in where Contractors material storage locations are described. Please confirm the available Square Feet of each location. NJ TRANSIT RESPONSE:___Response to follow via Addendum.

NRCI Question 10.) Please confirm if the Fencing required for the Engineers Field Office will be compensated by the allowance. If not please provide the required linear fence of temporary fence required. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question 11.) Please reference Special Provisions Page 15 Section SP16 Track Outage Times, "Runaround Track" in where it states "Foul Shot" only. Please define "Foul Shot" and duration of a "Foul Shot". **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

NRCI Question 12.) Please reference Sheet 94, Drawing DS-STR-12 in where the proposed Industrial Waste Platform is depicted. The physical location of the Platform within the Meadows complex is not defined. Please provide the location on the Architectural drawings as well as the allowable work times and permissible access and any Catenary or other overhead interferences. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question 13.) Please reference Addendum No.1, Critical Dates No. 2 in where NJ Transit is seeking a deadline of "Monday?" April, 6, 2017. However in the same paragraph goes on to state and confirm the contract language that questions are due no less than 10 calendar days prior to the scheduled Bid opening. Inasmuch April 6, 2017 is not a Monday please confirm that NJ Transit will accept questions up to and including Monday, April 24, 2017 which is 10 days before the Bid Opening. NJ TRANSIT RESPONSE: Correct NJ TRANSIT's Responses in Addendums to date. The correct due date is ten (10) Calendar Days prior to the scheduled Bid Opening. All RFIs are currently due by 4:00PM, Monday, April 24, 2017. NJ TRANSIT cannot guarantee any responses to RFI's received after April 24, 2017.

NRCI Question 14.) Please reference Sheet 95, 171, Drawing DS-STR-13 in where the proposed Water Treatment Platform is depicted. Please accurately locate the Water Treatment Platform on the Architectural including but not limited to, the existing ground/floor conditions and of what material is the surface comprised, access, photos, Height restrictions/clearance, Horizontal clearance/restrictions etc. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

NRCI Question 15.) Please reference Sheet 63/171 Drawing ARC-39 in where the waterproofing and sealant is depicted behind the New/Reinstalled Wall Panel. Please note inasmuch as the sealant needs two surfaces for which to bond, the sealant as depicted cannot be installed. Please provide a constructible detail. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question 16.) Please reference Sheet 35/1171 Drawing ARC-10 in where there is a note at the South elevation of Building 2 that states "Temporarily Move Existing Trolley and Frame in this area".

Please provide framing details and Weights, Heights restrictions, photos, etc. In order to accurately price this work. **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

NRCI Question 17.) Please provide the Sluice Gate manufacturer and Model type. **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

Questions 1-11 Set 1, dated April 6, 2017 are from Peter Egan, Vice President Estimating & Purchasing, Hall Construction Co., Inc., (HCCI), Howell, NJ:

HCCI Question 1) The DBE Requirements include an announcement that notes "the New Jersey Unified Certification Program (NJUCP) partners will no longer issue certificates as proof of DBE certification" and it further states that "the certifying partners (NJDOT, PANY/NJ and NJT) will continue to issue certification letters to firms"; also, Title 49 subpart 26.81 (g) requires a DBE directory to be maintained by each agency. Please provide a copy of the current NJT Transit list of approved DBE Certified Contractors. : NJ TRANSIT RESPONSE: Response to follow via Addendum.

HCCI Question 2) Special Provisions Article SP.29 notes to submit DBE Forms A, A1, A2, B, D and Certificates; please confirm that Form A2 - Non-DBE Subcontractor Utilization Form is not required to be submitted if the contractor achieves 21% Race Conscious DBE goal. **NJ TRANSIT RESPONSE:_**<u>Response to follow via Addendum.</u>

HCCI Question 3) The project plan set was uploaded as a PDF with the sheet size as 11"x17". This renders the scale incorrect when performing digital quantity takeoffs. The correct drawing size is believed to be 24"x36". Please confirm and upload the drawing file at its original size for use with computer estimating software. NJ TRANSIT RESPONSE: <u>Response to follow via Addendum.</u>

HCCI Question 4) Special Provisions SP 10 – Use of Premises notes "All Contractor vehicles will be limited to the designated storage areas"; storage areas are not shown on the contract drawings. Please provide locations. **NJ TRANSIT RESPONSE:** <u>Response to follow via Addendum.</u>

HCCI Question 5) Special Provisions SP 10 also notes "The Contractor shall fence and secure the perimeter of the Construction Manager's and Contractors trailers and parking areas"; this area is not identified on the contract drawings. Please provide location. **NJ TRANSIT RESPONSE:** <u>Response</u> <u>to follow via Addendum.</u>

HCCI Question 6) The Technical Provisions include a Limited Hazardous Materials Investigation Report prepared by Matrix Neworld and Section 02010 Environmental Requirements which identifies Lead-Based Paint, Microbial Findings and Contaminated Soil; associated cost for Contaminated Soil Disposal is to be included in bid line item C02-002-004.0 but line items have not been provided for the Lead-Based Paint or Microbial Remediation work; please advise. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

HCCI Question 7) Detail 9/ARC-38 shows "Typical Sill Joint." Please confirm that the extent of this work is the 241'-0" shown on Drawing ARC-09. Also, please advise if the existing joint material remains and is to be removed. **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

HCCI Question 8) Drawing DS-STR-04 shows a foundation plan for the large swing gates. No detail is given for the "Gate Storage Footing" or the "Gate Hinge Footings (North & South)". Please provide

size & reinforcement details for these foundations. NJ TRANSIT RESPONSE: Response to follow via Addendum.

HCCI Question 9) Swing Gate H10 is shown on Drawings ARC-14 & DS-STR-03 as a 12'-0" wide. The same gate is noted on the Gate Schedule (ARC-34) as a 13'-0" wide gate with a 14' wide rough opening. Please clarify. **NJ TRANSIT RESPONSE**: <u>Response to follow via Addendum.</u>

HCCI Question 10) Drawing ARC-37 Details "Door Type B" with a width of 96'-0". The Door Schedule on Drawing ARC-18 shows Door Type B to be 6'-0" Wide. Please confirm that the width of 6'-0" is correct. **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

HCCI Question 11) Drawing ARC-18 shows a wall running north to south between existing column lines B/C & 4/5 abutting the new generator platform. Although this appears to be a new wall, there are no call-outs indicating any new construction. Please confirm this is an existing wall to remain with no new work required. NJ TRANSIT RESPONSE: Response to follow via Addendum.

This concludes Addendum No 4. Bidders must acknowledge receipt of this addendum on the acknowledgment of receipt of addendum with your e-bid submission.

Sincerely,

Robert Delitto

Managing Contract Specialist

Robert Delitto

Contracts/Division of Procurement E mail: RDELITTO@NJTRANSIT.COMFax(973)491-7597

CC: W. Schenkel/W. Wong/J. Barricella-HNTB/F.Grigni-JEG/J-Rush-Gilbert/J. ladanza/Bid Desk/IFB File

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Richard T. Hammer, Commissioner
Steven H. Santoro, Executive Director



April 7, 2017

RE: INVITATION FOR BID NO.17-006X Construction of Permanent Site Flood Protection Measures to Protect NJTRANSIT'S Meadows Maintenance Complex (MMC) and Rail Operations Center (ROC), Kearny, NJ Addendum No. 3

To whom it may concern:

The following constitutes Addendum No. 3 and must be acknowledged by each Bidder acknowledging receipt of addendum with your e-bid submission. Failure to do so may render a bid as non-responsive.

ITEM#I: Incorporate the following question/request for information along with NJ Transit's responses (underlined):

Question 1, Set 1, dated March 27. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) We have been searching for technical data to forward to the vendor for Item 0240 Gantry Crane. We have the specification Section 14640 Gantry Crane. Three potential vendors are named on page 2 at 2.01, A. Could you please provide a Model Number, or a size, or a capacity? NJ TRANSIT Response: Response to follow via addendum.

Questions 1-3, Set 2, dated March 27. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-03 shows SECTION 3/ARC-30. Referring to Drawing ARC-30; SECTION 3 shows the "GLASS WALL" on top of the concrete wall. A detail for the GLASS WALL is identified as 2/ARC-39. Referring to Drawing ARC-39; DETAIL 2 shows the GLASS WALL 2'-0" high above the top of the concrete wall. The glass is held in an aluminum frame Please describe how the aluminum frame is to be fabricated to hold the components together. Please describe the anchors required to anchor the frame to the concrete wall? ? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 2) Now, going back to 3/ARC-30. There appears a note "SEE STRUCTURAL DRAWINGS FOR DETAILS, TYP." Searching the structural drawings we find on Drawing DS-STR-02 top left corner "LWALL" – TYPE 1 (SHOWN) TYPE 3 & 3A (SIMILAR)." At the top of this detail is shown a dimension line from EL. 12.75 at the top of the wall to EL. 10.75 two feet below the top of wall. A note on the dimension line says "SEE PLAN AND 'GLASS TOP ALTERNATE' FOR TYPE 3 AND 3A WALLS." So, just to the left of this detail is shown the "GLASS TOP ALTERNATE FOR TYPE 3, 3A AND 4 WALLS." This detail shows the GLASS and the ALUMINUM FRAME. The detail further describes a BLOCKOUT the size as of the manufacturers recommendation. So it appears that the aluminum frame has the 'posts' embedded in the top of the wall. However this BLOCKOUT or recess is not shown on ARC-39.

A. Is the GLASS WALL truly ALTERNATE? ? NJ TRANSIT Response: Response to follow via addendum

- B. If so, who determines which Alternate on which to bid ? NJ TRANSIT Response: Response to follow via addendum
- C. What is the correct anchoring method. ? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 3) Is the ALTERNATE applicable to all Type 3, 3A, and 4 walls? ? NJ TRANSIT Response: Response to follow via addendum

Questions 1-4, Set 3, dated March 28. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-02 at the top left corner there is a detail "<u>L WALL" – TYPE 1 (SHOWN)</u> TYPE 3 & 3A (SIMILAR)." To the left of this detail is shown a smaller detail entitled "<u>GLASS TOP ALTERNATE FOR</u> TYPE 3, 3A AND 4 WALLS." We have not found any Type 4 Walls. Have they been deleted from this project design? <u>NJ TRANSIT Response</u>: <u>Wall Type 4</u> was deleted from the project.

RCCI Question 2) Drawing DS-STR-02 at the bottom left corner there is a detail "<u>L WALL" – TYPE 2 (SHOWN)</u>" At the top of this detail there is a note "SEE PLAN AND GLASS TOP ALTERNATE FOR TYPE 4 WALL." We have not found any Type 4 Walls. <u>NJ TRANSIT Response: Wall Type 4 was deleted from the project.</u>

RCCI Question 3) Drawing ARC-03 and ARC-04 each show "SHIP LADDER, TYP. SEE 1/ARC-36." Detail 1/ARC-36 shows a faint outline of a type of 'ladder.' The faint outline is difficult to determine the design. Is it permanently attached? Is it aluminum or steel? Questions 1-4, Set 3, dated March 28. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ: NJ TRANSIT Response: Refer to Technical Provisions Section 05500.

RCCI Question 4) Drawing ARC-34 at the center of the sheet shows a "STOP LOG SCHEDULE." The schedule shows "SL1", SL2, SL3. On the right-hand side of the same drawing shows a "DECAL SCHEDLE." The decal schedule calls for decals for "SL4" and "SL5." Where can we find "SL4" and "SL5."? Is there a manufacturer upon whose proprietary ladders your design is based? NJ TRANSIT Response: Omit Existing Door Numbers 78, 79, 80, & 81 and their associated decals from the Decal Schedule.

Questions 1-2, Set 4, dated March 28. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-02 at the top left corner there is a detail "<u>L WALL" – TYPE 1</u> (<u>SHOWN</u>) <u>TYPE 3 & 3A (SIMILAR)</u>." On the right-hand side of the detail near the construction joint for the wall there is a note "EXISTING GRADE VARIES." On the left-hand side of the wall there is a note "ELEVATION TO MATCH EXISTING", and a note for the curb height "6" MAX." The top of wall is shown at EL. 12.75. For quantity purposes can you please provide a profile of the existing top of curb or the existing ground at the wall footing so we can determine the "height of the proposed wall. **NJ TRANSIT Response: No.**

RCCI Question 2) Drawing DS-STR-02 at right center there is detail "PLAN TYPICAL REINFORCEMENT AT INTERMEDIATE BLOCKOUT." Where are thes "intermediate blockouts" and how many of them are required? NJ TRANSIT Response: The design details depend on the manufacturer. Refer to Technical Provisions Section 08815.

Question 1, Set 5, dated March 28. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-08 at the bottom right-hand side shows "L-SHAPED FLOOD WALL TYPE 1, SEE ARC-30 AND DS-STR-03. The portion of wall designated has a cross section legend calling out 5/ARC-30. Referring to DS-STR-03 at the top left corner there is detail "PARTIAL PLAN SWING GATE AT BUILDINGS 1 & 4 ALLEY" This detail seems to indicate that the WALL vertical reinforcing is to be dowelled into an existing concrete slab. This detail conflicts with 5/ARC-30. Please advise. NJ TRANSIT Response: Detail 5/ARC-30 shows the general arrangement of the wall stem. The wall stem shall be constructed on an existing concrete slab as shown on drawing DS-STR-03.

Questions 1-2, Set 6, dated March 29. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE ¼" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. **NJ TRANSIT Response:** Response to follow via addendum

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-2, Set 7, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE ¼" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. **NJ TRANSIT Response:**Response to follow via addendum

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-4, Set 8, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

The following questions are numbered and correspond to the numbers on the attached excerpts of the drawing:

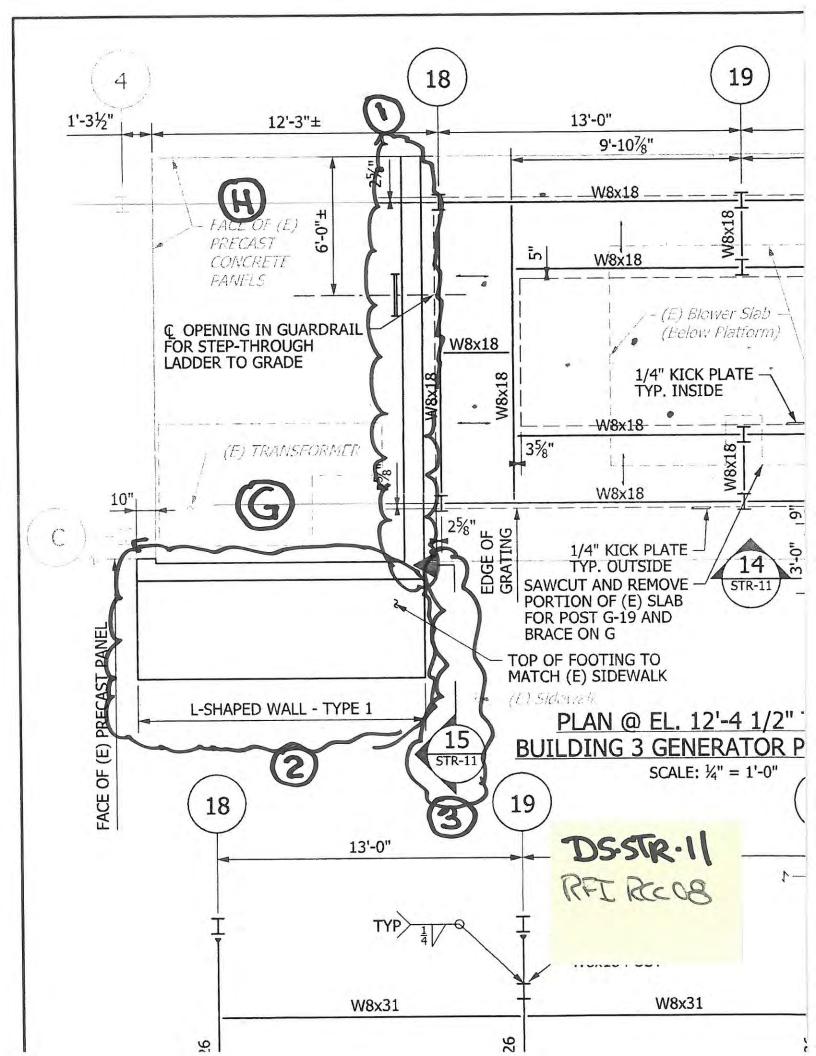
RCCI Question 1) On Drawing DS-STR-11 this long, narrow rectangle looks like it might be part of a wall. We cannot find any description of it. Please advise what is it? **NJ TRANSIT Response:**Response to follow via addendum

RCCI Question 2) On Drawing DS-STR-11.this is designated as "L-SHAPED WALL - TYPE 1", and refers to **15/STR-11**. **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 3) **15/STR-11** looks a little bit like an "L WALL – TYPE 1" but does not show the shear key at the bottom nor does it show the raised curb. So should it maybe be an "L WALL TYPE 3A"? **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 4) Can you advise where we may find additional information about the size, shape, thickness and type of the existing pavement? NJ TRANSIT Response: Response to follow via addendum

Questions 1-4, Set 8, dated March 30. 2017 correspond to the numbers on the attached excerpts of the following two drawings



Questions 1-4, Set 9, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) On Drawing ARC-31 lower right hand side SWING GATE SECTION @ METAL WALL PANEL contains a note at the top saying "NOTE: REMOVE PORTION OF EX. SILL AT THIS LOCATION." What sill? What location? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 2) On Drawing ARC-31 upper right hand side at the detail "SILL SECTION (PASSIVE/STORAGE" seems to show the swing gate lowered down onto the FLUSH SILL; while the detail "SILL SECTION (ACTIVE)" seems to show the PIVOTING ROLLER engaged and the gate raised off the FLUSH SILL. Are the titles reversed? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 3) On Drawing ARC-34 at the SWING GATE SCHEDULE gates H5, H9, and H12 show in the SILL column to refer to **3/ARC-32**. Detail 3/ARC-32 seems not to shown SILL information. Is the SILL information somewhere for gates H5, H9, and h12? **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 4) Drawing DS-STR-04 bottom left hand side of drawing shows **SECTION 3 ELEVATION**. In this detail shows "HI-RAIL CROSSING SYSTEM." The HI RAIL panels come in 3' long panels. Should the panels be cut to match the width of the GRADE BEAM or should the full 3' panel be used overlapping the GRADE BEAM by 1 foot on each side? **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-2, Set 10, dated March 31. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) On Drawing DS-STR-11 bottom left shows "<u>ELEVATION BENTS</u> G <u>AND</u> H." There are shown diagonal braces between Col G18 and Col G19. We assume the braces are required between Col H18 and H19. It is probably required that these braces are to be used between Col G19 and G20 and between Col H19 and H20. Please confirm. ? <u>NJ TRANSIT Response: The diagonal bracing shall be in one bay only in Bents G and H as shown.</u>

RCCI Question 2) On Drawing DS-STR-11 left side, center shows "PLAN @ EL. 10'-6" T.O.S...." At Col G19 is shown note "SEE ELEVATION MOMENT CONNECTION FOR DETAILS, TYP" On the same drawing at the top right side shows "ELEVATION – MOMENT CONNECTION". Are these Moment Connections required at all Column to Beam connections at EL. 10'-6"? In other words at 10 locations? NJ TRANSIT Response: The moment connections shall be in the six locations shown in the PLAN @ EL. 10'-6" T.O.S. – BUILDING 3 GENERATOR PLATFORM detail on drawing DS-STR-11.

Questions 1-3, Set 11, dated March 31. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) On all of our drawings the lines depicting the existing physical features are very light line weight. Some are lighter than others, all are difficult to read the light lines, some are impossible. Would it be possible for NJ Transit or your designer to produce a set of drawings which would show the existing feature line weight darker for clarity? An example of the light line weight for existing features is ARC-D02, ARC-35 and DS-STR-11. An example of the light proposed features is

drawing ARC-32. NJ TRANSIT Response: Our .pdf and hard copy versions of the plans look fine. We do not see any readability issues.

RCCI Question 2) Drawing ARC-D03 calls for removal of some of the glass panels at Stair Tower '. Drawing ARC-35 calls for "METAL INFILL PANELS with which to place in lieu of the removed glass. SECTION 8/ARC-38 shows the Metal Panels. At the scale drawn the metal panels are approx.. 5" thick. We know that is not the correct thickness. Please provide details information on the thickness of the existing glass, the propose thickness of the proposed metal panels, and the characteristics of the metal panels, gauge, layers, galvanized, color, etc.? NJ TRANSIT Response: It appears that you are referring incorrectly to section 8/ARC-38 instead of the correct metal infill panel section 8/ARC-35. Refer to Technical Provisions Section 07410 for metal wall panel specifications.

RCCI Question 3) On Drawing ARC-16, top center, please explain the intent of the note "SALVAGE AND REINSTALL SANDBAGS TO PROTECT FUTURE SUBSTATION AREA UNTIL SUBSTATION IS INSTALLED UNDER A SEPARATE CONTRACT." So, do we remove them and come back and reinstall them after substation is completed? When will it be completed? Is it the intention to empty the bags and store them? Or is the intention to carry the filled sandbags to a storage location. Please advise the size and manufacturer of the Sandbag System so we may become familiar with the system. NJ TRANSIT Response: If the substation is not yet in place when this Contract begins, then the sandbags must be removed and stored as necessary to allow construction of the new floodwall to the limits shown. Then the sandbags must be replaced to seal off the opening between the new floodwall sections. The bags may be emptied and re-filled at the Contractor's option. If the substation is in place when this Contract begins, then there will be no existing sandbags, and the new floodwall will be constructed to the limits shown.

Question 1, Set 12, dated March 31. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing GN-UTIL-01 at GENERAL NOTE(S): 6. Says "...DEPLOYED UTILITY PUMPS #1 - #20 TO BE STORED IN BUILDING TWELVE IN DESIGNATED PALLET RACKS AS INDICATED ON DRAWING UTL-22..." We do not have Drawing UTL-22. Could you please furnish a copy of ARC-22 to us? NJ TRANSIT Response: Pumps are to be stored in Building 12 as specified on GN-UTIL-01 and in Section 10561 of the Technical Provisions. Drawing UTL-22 was deleted from the project.

Question 1, Set 13, dated March 31. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1). Special Provisions SP 8 second paragraph says "Intermediate Milestone 1: Complete all work at the Fuel Shed and at the Waste Treatment Plant ...within 250 calendar days..." We do not find any reference on the drawings to "Fuel Shed" nor to "Waste Treatment Plant." Are we correct to interpret this to mean that shown on Drawing UTL-18 upper right "FUEL PAD"; and shown on Drawing DS-UTL-01 "WASTE WATER TREATMENT PLANT SCHEMATIC FLOW CHART PLAN AND ELEVATION"? Please advise. NJ TRANSIT Response: Yes.

Question 1, Set 14 dated March 31. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1). Drawing DS-STR-16 shows " 1'-0" DRILLED SHAFTS and " 2'-0" DRILLED SHAFTS" at various locations. At top center of drawing says "NOTE: SEE DRAWING DS-STR-05 FOR DETAILS NOT SHOWN HERE." Referring to DR-STR-05 upper right corner "SECTION

23/STR-05" shows rebar info for 18" DIA SHAFT and for 12" DIA SHAFT. There is no info shown for "24" DIA SHAFT." Is the 18" dia. shaft info intended to be 24" dia. shaft info? Please advise. **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-6, Set 15, dated April 3. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-03 at "NORTH ELEVATION", the MATCH LINE indicates to match with 1/ARC-17. It does not match. Is the MATCH LINE on Arc-03 shown incorrectly or is the MATCH LINE on ARC-17 shown incorrectly? Please advise. . NJ TRANSIT Response: The match line is shown incorrectly. The match line should be moved to the right near column line 29, as shown on the ARC-17 sheet.

RCCI Question 2) Drawing ARC-35 at "WALL SECTION AT WHEEL TRUE BLDG #2" shows the "5/16" FIBER CEMENT PROTECTIVE BOARD ADHERED TO SHEET WATERPROOFING." The Board and the Waterproofing are shown extending 6" below EXISTING GRADE. The enlargement for this portion of the wall section is shown at "SILL DETAIL." The SILL DETAIL enlargement does not show the Board and the Waterproofing extending 6" below EXISTING GRADE. Is there a reason for this? Obviously the material below existing grade must be removed. What is the material? Is there a restoration detail shown somewhere? Please advise. NJ TRANSIT Response: The sill detail 4/ARC-35 DOES correctly show the waterproofing and protective board extending below grade.

RCCI Question 3) Just above the SILL DETAIL is shown "TYPICAL MOUNTING DETAIL." This detail shows "EXPOSED FASTENERS" in light line weight. Are these existing fasteners? What is the spacing? NJ TRANSIT Response: The fasteners are proposed, not existing. Fastener spacing shall be as per the manufacturer's approved shop drawings.

RCCI Question 4) The SILL DETAIL shows SILL FLASHING and the HEAD DETAIL shows "J-TRIM FLASHING." These flashings seem to be mounted to the CMU wall with very large anchors (over 4 ½" long according to the scale). Please provide detail on the fasteners and the longitudinal spacing of the fasteners. . NJ TRANSIT Response: Flashing and anchors shall be as per the manufacurer's approved product data and samples, as specified in Section 07620 of the Technical Provisions.

RCCI Question 5) Drawing ARC-29 left side at "HANDRAIL DETAIL AT ROC" seems to show "GUARDRAIL WITH HANDRAIL" up the 6 risers of the "EX. CONCRETE STAIR" and continuing past the top riser for a total distance of 14'-5 1/4". However at 3/ARC-29 "TYPICAL STAIR ELEVATION WITH HANDRAIL" seems to show "GUARDRAIL WITH HANDRAIL" approx. 1 foot beyond the top riser for a total distance of approx. 7'. Please advise. NJ TRANSIT Response: The plan view 1/ARC-29 is shown incorrectly. The handrail/guardrail should terminate 1'-0" max from the stair nosing, as shown in elevation view 3/ARC-29.

RCCI Question 6.) Drawing ARC-33 lower left at "SLUICE GATE ELEVATION" shows "CUSTOM COMPRESSIBLE NEOPRENE FILL FLANGEWAY WATER STOP, TYP". At the center of the drawing at "SLUICE GATE AND EXISTING RAIL DETAIL" is shown "CUSTOM REMOVABLE COMPRESSIBLE NEOPRENE FILL FLANGEWAY WATER STOP, TYP". STR-06 right hand side at ELEVATION DOOR PANEL IN CLOSED POSITION .at bottom of detail says "FLANGEWAY WATERSTOPS (AS REQUIRED)" Please provide spec or detailed information on this Water Stop

material. . NJ TRANSIT Response: The joint seal shall be as specified in spec Section 07910, 2.01,

Questions 1-8, Set 16, dated April 3. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1.) Drawing ARC-18 extreme left side shows a very light line weight symbol in a circle indicating what looks like Col A. Following this column line to the right to the building containing the "LUBE OIL TANKS" we see a notation "C12 & W12 GIRT BRACE, SEE STRUCTURAL DS-STR-10." Is this Col Line A the same as shown on "ELEVATION SECTION 13/STR-10"? . **NJ TRANSIT Response: Yes.**

RCCI Question 2.) At the notation "C12 & W12 GIRT BRACE, SEE STRUCTURAL DS-STR-10" mentioned above it appears that there is only one (1) "GIRT BRACE" required. Is that correct? . NJ TRANSIT Response: The girt braces shall be constructed in the locations shown on the Building 2 (column line T) and Building 3 (column line A) architectural plans. All girt braces shall be +/- 9'-6" above the floor slab.

RCCI Question 3.) Drawing DS-STR-10 at upper right corner shows "ELEVATION SECTION 13/STR-10." At the top of this Elevation says "CL (E) W8x58 BUILDING #3". Approx halfway down the Elevation shows a horizontal channel "C12 x 20.7." A C12 will not fit between the flanges of a W8. Maybe a C9 x 20. Please advise . **NJ TRANSIT Response: The C12 section sits +/- 1 inch outside of the column flanges.**

RCCI Question 4.) ARC-18 upper right side near swing doors H14 and H15 shows a notation "DOOR SILL SEE NOTE BELOW." Does it mean to say "DOOR SILL SEE NOTE 1"? . **NJ TRANSIT Response: Yes.**

RCCI Question 5.) Drawing DS-STR-06 upper left side at "ELEVATION DOOR PANEL IN OPEN POSITION" right side jamb, ¼ of the way down from the top says " "CT" SIDE TACK WITH COUNTRTWEIGHT…" What does "CT" represent? . NJ TRANSIT Response: "CT" stands for Counterweight Tower.

RCCI Question 6.) Drawing DS-STR-15 left side at "PLAN MICROWAVE SHELTER PROTECTION" on the East side if the East FLOODWALL there is a callout ""HELICAL ANCHOR SPACING AS REQ'D". Could you please provide more information on these helical anchors? . <u>NJ TRANSIT</u>

Response: Helical anchors were deleted from the project. .

RCCI Question 7.) Drawing ARC-33 bottom right hand corner at "ENLARGED SECTION AT BRIDGE", to the lower left of the detail a note says ""SLUICE GATE BRIDGE, SEE STRUCTURAL, TYP." We cannot find any additional information for the Bridge assembly on the Structural Drawings. Please advise where we may find them. . NJ TRANSIT Response: The bridge assembly shall be as per the manufacturer's approved shop drawings, as specified in Section 08390 of the Technical Provisions.

RCCI Question 8.) Drawing ARC-33 bottom center at "SLUICE GATE SECTION" approx. ¾ of the way to the top of the section shows "BRIDGE SUPPORT". Is this where the bridge support is to be?

NJ TRANSIT Response: The exact location of the bridge support shall be as per the manufacturer's approved shop drawings, as specified in Section 08390 of the Technical Provisions.

Question 1, Set 17, dated April 3. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing 34 lists a "SLUICE GATE SCHEDULE". We cannot find the location where the Type 17 and Type 18 Sluice Gates are. Could you please help? **NJ TRANSIT Response:** Omit Sluice Gate Types 17 and 18 from the Sluice Gate Schedule. They are NOT USED.

Questions 1-5 Set 18, dated April 4. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-34 lists a "SLUICE GATE SCHEDULE". We cannot find the location where the Type 17 and Type 18 Sluice Gates are. Could you please help? **NJ TRANSIT Response:** See NJ TRANSIT response to RFI RCCI Set 17, Question No. 1.

RCCI Question 2) Drawing STR-02 upper right corner shows a "GATE STORAGE FOOTING." How thick is this Footing? NJ TRANSIT Response: This question is referring to drawing DS-STR-04, not STR-02. The footings shall be 1'-6" thick, with bottom of footing 3'-0" below grade.

RCCI Question 3) Drawing STR-04 bottom right side at "<u>SECTION 2/STR-04 ELEVATION – CENTER FOOTING</u>" a callout says "ASPHALT – REGRADE TO MATCH ORIGINAL." There is no thickness given for the pavement restoration. If we use 4" DGA, 4" Asphalt Base, and 2" Asphalt Surface, would this be acceptable? <u>NJ TRANSIT Response</u>: <u>Replacement asphalt layers shall match the existing layers</u>.

RCCI Question 4) Drawing STR-04 at bottom center at "<u>SECTION 3/STR-04 ELEVATION</u>" shows the top of the "W12 COLUMN (REMOVABLE) at EL 18.0 . That is 5'-3" <u>above</u> the top of the Gate, is there a purpose for this height? <u>NJ TRANSIT Response</u>: <u>Top of W12 column elevation shall be 13'-0"</u>, or as otherwise required to lock the swing gates.

RCCI Question 5) Special Conditions, section 4.2.14 at the bottom of the "*Outage Times*" column says "<u>PIP/MTS Installations.</u>" What is a PIP/MTS Installation? <u>NJ TRANSIT Response: PIP stands for Power Input panel. MTS stands for Manual Transfer Switch. Refer to Section 16472 of the Technical Provisions.</u>

Questions 1-5 Set 19, dated April 5, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-11 bottom right corner calls for " 31'-0" WATERPROOFING MEMBRANE WALL PROTECTION", but the existing rollup door No. 34 occupies approx. 16' of the distance and existing man door No. 33 occupies approx. 4' of the distance. We think the dimension of 31'-0" should be more like 12'+/-. Please advise. NJ TRANSIT Response: Response to follow via addendum

RCCI Question 2) Drawing CS-02 "SOIL EROSION AND SEDIMENT CONTROL PLAN 1" shows the Limit(s) of Disturbance(s). For some reason the Swing Gate from Building #4 to Building #1 is not shown; and the two (2) Double Swing Gates from Building #1 to Building #2 (across the Thoroughfare Track #14) are not shown. Please advise. NJ TRANSIT Response: Response to follow via addendum

RCCI Question 3) Drawing ARC-15 upper right corner, says in one place "+/-91'-6" SEAL (4) VERTICAL WALL JOINTS AND HORIZONTAL SILL JOINTS" and close by in another place "+/- 75'-

0" SEAL (4) VERTICAL WALL JOINTS AND HORIZONTAL SILL JOINTS." **NJ TRANSIT Response:** Response to follow via addendum

Please direct us to the detail for Seal Vertical Wall Joints? NJ TRANSIT Response: Response to follow via addendum

Please direct us to the detail for Seal Horizontal Sill Joints? <u>NJ TRANSIT Response: Response to follow via addendum</u>

RCCI Question 4) Drawing ARC-04 extreme bottom left shows a callout for "48'-8" WATERPROOFING WALL PROTECTION SEE **A**/ARC-39." We recognize that it should say "...SEE **4**/ARC-39." However, most of the wall is occupied by existing man doors or by existing rollup doors. Rather than 48'-8" the WALL PROTECTION looks to be more like 26'. Would you agree? **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 5) At the top of Drawing ARC-D02 between Col 9 and Col 13 there is a callout for "+/- 119'-4" REMOVE PORTION OF EXISTING METAL WALL PANEL FOR INSTALLATION OF WATERPROOFING" However the corresponding location on Drawing ARC-04 does not callout for "+/- 119'-0" WATERPROOFING MEMBRANE WALL PROTECTION SEE 4/ARC-39" Is this portion of wall to be waterproofed? NJ TRANSIT Response: Response to follow via addendum

Questions 1-4 Set 20, dated April 5, 2017 are from **Pete Dunn,** Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-D04 at the left side calls for " +/- 338'-8" REMOVE PORTION OF EXISTING METAL WALL PANEL FOR INSTALLATION OF WATERPROOFING." The corresponding location on ARC-10 left side calls for " 338'-9" WATERPROOFING MEMBRANE WALL PROTECTION (EXTERIOR) SEE ARC-39" [we think it should say "...SEE 4/ARC-39"]. There is no mention on this drawing of replacing the "...PORTION OF EXISTING METAL WALL PANEL...." However Drawing ARC-D06, a demolition drawing, confirms that the existing metal wall panels are to be replaced after waterproofing; but ARC-09 and the left side of ARC-10, construction drawings make NO mention of replacing the metal panels. That is a little confusing. In the event some of these panels are damaged or otherwise unusable,; since there are dozens of wall panel types, shapes, and thicknesses, could you please give us a manufacturer's panel model number? NJ TRANSIT RESPONSE: Response to follow via Addendum.

RCCI Question 2). Drawing ARC-D04 bottom right side and ARC-D05 bottom left side say " +/- 384'-0" REMOVE PORTION OF EXISTING EIFS FINISH, TYP." and Drawing ARC-D06 describes the upper limit of EIFS removal, but, as expected, says nothing about what replaces the EIFS. Drawing ARC-10 bottom right and ARC-09 bottom left (construction drawings) do call out "WATERPROOFING MEMBRANE WALL PROTECTION AND CORRUGATED METAL PANEL". The Specification 07410 FORMED METAL WALL PANELS is rather broad and vague and since there are many wall panel types, shapes, and thicknesses, could you please give us a manufacturer's panel model number? **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

RCCI Question 3) Drawing DS-STR-04 at the top right shows "MAIN DOOR", we think this was meant to say **MAN** DOOR. **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

RCCI Question 4). Specification 07840 CONDUITS AND CABLE SEALS page 5 at 4.02 PAYMENT says "Payment...will be made at the price per each bid for the item CONDUIT AND CABLE SEALS (Bid Item No. C07-006.003.0). That item is not listed as yet on the Bid Form. Would you be intending to create that item? **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

Questions 1-4 Set 21, dated April 6, 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-D06 indicates a section cut through the wall 1/ARC-D10. Referring to 1/ARC-D10 it shows Removal of the EIFS from the First Reveal down to the CMU Substrate. Drawing ARC-11 shows that the replacement of this EIFS will be with "CORRUGATED METAL PANEL" installed after Waterproofing of the CMU. Drawing ARC-11 also shows a section cut through the wall 1/ARC-35. This Section 1/ARC-35 shows the replacement panel as "CORRUGATED METAL PANEL, TYP.". On the same drawing Sections 2, 3, and 4/ARC-35 show the replacement panel as "1½" METAL PANEL, TYP". At 1½" thick, it could be assumed that the panels will be "insulated" metal panels. Would that be a correct assumption? NJ TRANSIT RESPONSE:_Response to follow via Addendum.

RCCI Question 2). The Section 4/ARC-35 is labeled as "SILL DETAIL" and it shows the WATERPROOFING MEMBRANE "continuing below grade by 6" and covered with "5/16" FIBER CEMENT PROTECTIVE BOARD". The South wall of the building seems to have Field Ballast" adjacent, so removal and replacement of the ballast is not an issue. However on the West and East walls there seems to be a sturdy concrete slab adjacent to the wall. Is it your intention to chop up the concrete slab in order to install the "underground" waterproofing? **NJ TRANSIT RESPONSE**: **Response to follow via Addendum.**

RCCI Question 3) Drawing DS-STR-01 at GENERAL NOTE 2. B. d. says "STRUCTURAL STEEL...SHALL BE HOT DIP GALVANIZED..." Drawing ARC-11 lower right corner has a callout "GIRT TYPICAL BETWEEN ALL COLUMNS ON T (13 LOCATIONS) SEE SECTION 13 DS-STR-10. These girts and connections are all interior; is galvanizing required for indoor steel? **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

RCCI Question 4) SECTION 12 DS-STR-10 shows 2 new interior columns for the Sluice Gates at Door 29 and Door 34 (TRACK 18, Wheel True). Is galvanizing required for this interior steel? **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

Questions 1-17 Set 1, dated April 6, 2017 are from Bruce Junge, Senior Estimator, Northeast Remsco Construction, Inc. (NRCI) Caldwell Marine International, LLC, Farmingdale, NJ

NRCI Question 1.) Please reference Drawing ARC-03, Sheet 28/171 in where Detail 3/ARC-03 depicts the elevation of the glass panels on top of the proposed flood wall and contains an annotation that states, "NJ Transit Logo to be Etched into Floodwall Glazing per the direction of the NJ Transit Project Manager". Please confirm, including but not limited to, Upon the direction of the NJ Transit Project Manager will this work be paid under the allowance, the specification for the etching, who will provide the Logo Graphic for etching, etc. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question 2.) Please reference Sheet 96, Drawing DS-STR-14 in where the "ATS and Docking Station Support (PIP)" and "Fuel Master Plus" support are depicted. Please confirm the existing ground/floor conditions and of what material is the surface comprised. **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

NRCI Question 3.) Please provide dimensions and capacity of the Gantry Cranes **NJ TRANSIT RESPONSE**: **Response to follow via Addendum.**

NRCI Question 4.) Please reference Sheet 96, Drawing DS-STR-14 in where the "Fuel Master Plus" support are depicted. Please confirm the intent and the difference between "Normal Operating Condition" and "Raise During Flood Condition". Please clarify what details the Contractor is too follow. Is the Contractor to supply materials to NJT for future modification in the event of a flood event. Please provide clearer direction and better details. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question 5.) Please reference Sheet 95, Drawing DS-STR-13. Please confirm Section 18/STR-013 of the right side of the sheet should read 20/STR-013. **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

NRCI Question 6.) Please reference Special Provisions Section SP8 Intermediate Milestone #1 in where the work required for the Waste Treatment Plant and the Fuel Shed must be completed in 250 Days. Please reference all specific locations, details and drawings that depict the work required for the Milestone. The references of Waste Treatment and Fuel Shed are not clearly depicted on the drawings. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question 7.) Please reference Special Provisions Section SP10 Subsection 4.2.14 in where it states that there are no outages permitted for the Microwave Tower and that a Temporary Generator must be provided for "cutovers". Please confirm the permissible times for the "cutover". **NJ TRANSIT RESPONSE**: Response to follow via Addendum.

NRCI Question 8.) Please reference Special Provisions Page 5, Section SP10, 3rd Paragraph 2nd Sentence in where it states "Contractors Time of Completion". We believe this should state the "Contract Time of Completion. NJ TRANSIT RESPONSE: <u>Understood as Contract Time of Completion</u>

NRCI Question 9.) Please reference Special Provisions Page 5 Section SP10, Subsection 4.2.18 in where Contractors material storage locations are described. Please confirm the available Square Feet of each location. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question 10.) Please confirm if the Fencing required for the Engineers Field Office will be compensated by the allowance. If not please provide the required linear fence of temporary fence required. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question 11.) Please reference Special Provisions Page 15 Section SP16 Track Outage Times, "Runaround Track" in where it states "Foul Shot" only. Please define "Foul Shot" and duration of a "Foul Shot". NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question 12.) Please reference Sheet 94, Drawing DS-STR-12 in where the proposed Industrial Waste Platform is depicted. The physical location of the Platform within the Meadows complex is not defined. Please provide the location on the Architectural drawings as well as the allowable work times and permissible access and any Catenary or other overhead interferences. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question 13.) Please reference Addendum No.1, Critical Dates No0. 2 in where NJ Transit is seeking a deadline of "Monday?" April, 6, 2017. However in the same paragraph goes on to state and confirm the contract language that questions are due no less than 10 calendar days prior to the scheduled Bid opening. Inasmuch April 6, 2017 is not a Monday please confirm that NJ Transit will

accept questions up to and including Monday, April 24, 2017 which is 10 days before the Bid Opening. NJ TRANSIT RESPONSE: Thursday is correct-Monday was a typographical error. The due date is a for all RFIs was by 4:00PM, Thursday, April 6, 2017. In accordance with Instructions to Bidders Section B.2-INQUITIES AND REQUESTS FOR CLARIFICATION-last sentence "No response may be made by NJ TRANSIT to inquiries received less than ten (10) calendar days prior to the scheduled Bid Opening." Responses to RFIs are due by April 24,2017. NJ TRANSIT cannot guarantee any responses to RFI's received after April 6, 2017.

NRCI Question 14.) Please reference Sheet 95, 171, Drawing DS-STR-13 in where the proposed Water Treatment Platform is depicted. Please accurately locate the Water Treatment Platform on the Architectural including but not limited to, the existing ground/floor conditions and of what material is the surface comprised, access, photos, Height restrictions/clearance, Horizontal clearance/restrictions etc. **NJ TRANSIT RESPONSE:** <u>Response to follow via Addendum.</u>

NRCI Question 15.) Please reference Sheet 63/171 Drawing ARC-39 in where the waterproofing and sealant is depicted behind the New/Reinstalled Wall Panel. Please note inasmuch as the sealant needs two surfaces for which to bond, the sealant as depicted cannot be installed. Please provide a constructible detail. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question 16.) Please reference Sheet 35/1171 Drawing ARC-10 in where there is a note at the South elevation of Building 2 that states "Temporarily Move Existing Trolley and Frame in this area". Please provide framing details and Weights, Heights restrictions, photos, etc. In order to accurately price this work. NJ TRANSIT RESPONSE: Response to follow via Addendum.

NRCI Question 17.) Please provide the Sluice Gate manufacturer and Model type. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

Questions 1-11 Set 1, dated April 6, 2017 are from Peter Egan, Vice President Estimating & Purchasing, Hall Construction Co., Inc., (HCCI), Howell, NJ:

HCCI Question 1) The DBE Requirements include an announcement that notes "the New Jersey Unified Certification Program (NJUCP) partners will no longer issue certificates as proof of DBE certification" and it further states that "the certifying partners (NJDOT, PANY/NJ and NJT) will continue to issue certification letters to firms"; also, Title 49 subpart 26.81 (g) requires a DBE directory to be maintained by each agency. Please provide a copy of the current NJT Transit list of approved DBE Certified Contractors. : NJ TRANSIT RESPONSE: Response to follow via Addendum.

HCCI Question 2) Special Provisions Article SP.29 notes to submit DBE Forms A, A1, A2, B, D and Certificates; please confirm that Form A2 - Non-DBE Subcontractor Utilization Form is not required to be submitted if the contractor achieves 21% Race Conscious DBE goal. NJ TRANSIT RESPONSE:_
Response to follow via Addendum.

HCCI Question 3) The project plan set was uploaded as a PDF with the sheet size as 11"x17". This renders the scale incorrect when performing digital quantity takeoffs. The correct drawing size is believed to be 24"x36". Please confirm and upload the drawing file at its original size for use with computer estimating software. NJ TRANSIT RESPONSE: <u>Response to follow via Addendum.</u>

HCCI Question 4) Special Provisions SP 10 – Use of Premises notes "All Contractor vehicles will be limited to the designated storage areas"; storage areas are not shown on the contract drawings. Please provide locations. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

HCCI Question 5) Special Provisions SP 10 also notes "The Contractor shall fence and secure the perimeter of the Construction Manager's and Contractors trailers and parking areas"; this area is not identified on the contract drawings. Please provide location. **NJ TRANSIT RESPONSE**: <u>Response</u> to follow via Addendum.

HCCI Question 6) The Technical Provisions include a Limited Hazardous Materials Investigation Report prepared by Matrix Neworld and Section 02010 Environmental Requirements which identifies Lead-Based Paint, Microbial Findings and Contaminated Soil; associated cost for Contaminated Soil Disposal is to be included in bid line item C02-002-004.0 but line items have not been provided for the Lead-Based Paint or Microbial Remediation work; please advise. **NJ TRANSIT RESPONSE:** Response to follow via Addendum.

HCCI Question 7) Detail 9/ARC-38 shows "Typical Sill Joint." Please confirm that the extent of this work is the 241'-0" shown on Drawing ARC-09. Also, please advise if the existing joint material remains and is to be removed. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

HCCI Question 8) Drawing DS-STR-04 shows a foundation plan for the large swing gates. No detail is given for the "Gate Storage Footing" or the "Gate Hinge Footings (North & South)". Please provide size & reinforcement details for these foundations. NJ TRANSIT RESPONSE: Response to follow via Addendum.

HCCI Question 9) Swing Gate H10 is shown on Drawings ARC-14 & DS-STR-03 as a 12'-0" wide. The same gate is noted on the Gate Schedule (ARC-34) as a 13'-0" wide gate with a 14' wide rough opening. Please clarify. **NJ TRANSIT RESPONSE**: <u>Response to follow via Addendum.</u>

HCCI Question 10) Drawing ARC-37 Details "Door Type B" with a width of 96'-0". The Door Schedule on Drawing ARC-18 shows Door Type B to be 6'-0" Wide. Please confirm that the width of 6'-0" is correct. **NJ TRANSIT RESPONSE: Response to follow via Addendum.**

HCCI Question 11) Drawing ARC-18 shows a wall running north to south between existing column lines B/C & 4/5 abutting the new generator platform. Although this appears to be a new wall, there are no call-outs indicating any new construction. Please confirm this is an existing wall to remain with no new work required. NJ TRANSIT RESPONSE: Response to follow via Addendum.

This concludes Addendum No 3. Bidders must acknowledge receipt of this addendum on the acknowledgment of receipt of addendum with your e-bid submission.

Sincerely,

Robert Delitto

Managing Contract Specialist

Robert Delitte

Contracts/Division of Procurement E mail: RDELITTO@NJTRANSIT.COMFax(973)491-7597

CC: W. Schenkel/W. Wong/J. Barricella-HNTB/F.Grigni-JEG/J-Rush-Gilbert/J. ladanza/Bid Desk/IFB File

Chris Christie, Governor Kim Guadagno, Lieutenant Governor Richard T. Hammer, Commissioner Steven H. Santoro, Executive Director



March 30, 2017

RE: INVITATION FOR BID NO.17-006X Construction of Permanent Site Flood Protection Measures to Protect NJTRANSIT'S Meadows Maintenance Complex (MMC) and Rail Operations Center (ROC), Kearny, NJ Addendum No. 2

To whom it may concern:

The following constitutes Addendum No. 2 and must be acknowledged by each Bidder acknowledging receipt of addendum with your e-bid submission. Failure to do so may render a bid as non-responsive.

ITEM#I: The following General Information Qualifies for this Procurement:

A pre-bid conference was held on 10:00AM, March 30, 2017 at NJTRANSIT's MMC Facility. The meeting minutes were as follows:

Discussion included Item I-Bid Forms, Item II-Instructions to Bidders, Item III-Special Provisions, Item IV-General Provisions, Item V-Technical Provisions and Drawings, Item VI-A 21% DBE goal has been set for this project.

Critical dates for this Procurement include:

- 1 Request for Prequalification are due by **Thursday**, **April 20**, **2017 at 4:00PM**
- All RFIs are due by 4:00PM, Monday, April 6, 2017. In accordance with Instructions to Bidders Section B.2-INQUITIES AND REQUESTS FOR CLARIFICATION-last sentence "No response may be made by NJ TRANSIT to inquiries received less than ten (10) calendar days prior to the scheduled Bid Opening.". NJ TRANSIT Responses are due by April 24, 2017.
- In accordance with Instructions to Bidders Section E.4 DBE FORMS AND CERTIFICATION, paragraph E.4.1, last paragraph-First and second low bids must submit all required DBE FORMS(See Special Provisions Attachment B) within 5 calendar days after the bid due date. DBE FORMS are due by May 9, 2017.
- 4 All attendees were notified that no verbal communications qualified for this Procurement and that all communications must be submitted through the Contracting Officer Representative-Robert Delitto.
- 5 Attached hereto is a copy of the pre-bid meeting attendance sheet.

ITEM#II: Incorporate the following question/request for information along with NJ Transit's responses (underlined):

Question 1, Set 1, dated March 27. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) We have been searching for technical data to forward to the vendor for Item 0240 Gantry Crane. We have the specification Section 14640 Gantry Crane. Three potential vendors are named on page 2 at 2.01, A. Could you please provide a Model Number, or a size, or a capacity? NJ TRANSIT Response: Response to follow via addendum.

Questions 1-3, Set 2, dated March 27. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-03 shows SECTION 3/ARC-30. Referring to Drawing ARC-30; SECTION 3 shows the "GLASS WALL" on top of the concrete wall. A detail for the GLASS WALL is identified as 2/ARC-39. Referring to Drawing ARC-39; DETAIL 2 shows the GLASS WALL 2'-0" high above the top of the concrete wall. The glass is held in an aluminum frame Please describe how the aluminum frame is to be fabricated to hold the components together. Please describe the anchors required to anchor the frame to the concrete wall? ? NJ TRANSIT Response: Response to follow via addendum.

RCCI Question 2) Now, going back to 3/ARC-30. There appears a note "SEE STRUCTURAL DRAWINGS FOR DETAILS, TYP." Searching the structural drawings we find on Drawing DS-STR-02 top left corner "<u>L WALL" – TYPE 1 (SHOWN)</u> <u>TYPE 3 & 3A (SIMILAR)</u>." At the top of this detail is shown a dimension line from EL. 12.75 at the top of the wall to EL. 10.75 two feet below the top of wall. A note on the dimension line says "<u>SEE PLAN AND 'GLASS TOP ALTERNATE'</u> FOR TYPE 3 AND 3A WALLS." So, just to the left of this detail is shown the "<u>GLASS TOP ALTERNATE FOR</u> TYPE 3, 3A AND 4 WALLS." This detail shows the GLASS and the ALUMINUM FRAME. The detail further describes a BLOCKOUT the size as of the manufacturers recommendation. So it appears that the aluminum frame has the 'posts' embedded in the top of the wall. However this BLOCKOUT or recess is not shown on ARC-39.

- A. Is the GLASS WALL truly ALTERNATE? ? NJ TRANSIT Response: Response to follow via addendum
- B. If so, who determines which Alternate on which to bid ? NJ TRANSIT Response:

 Response to follow via addendum
- C. What is the correct anchoring method. ? NJ TRANSIT Response: Response to follow via addendum

RCCI Question 3) Is the ALTERNATE applicable to all Type 3, 3A, and 4 walls? ? NJ TRANSIT Response: Response to follow via addendum

Questions 1-4, Set 3, dated March 28. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-02 at the top left corner there is a detail "<u>L WALL" – TYPE 1 (SHOWN)</u> TYPE 3 & 3A (SIMILAR)." To the left of this detail is shown a smaller detail entitled "<u>GLASS TOP ALTERNATE FOR</u> TYPE 3, 3A AND 4 WALLS." We have not found any Type 4 Walls. Have they been deleted from this project design? <u>NJ TRANSIT Response: Response to follow via addendum</u>

RCCI Question 2) Drawing DS-STR-02 at the bottom left corner there is a detail "<u>L WALL" – TYPE</u> <u>2 (SHOWN)</u>" At the top of this detail there is a note "SEE PLAN AND GLASS TOP ALTERNATE FOR TYPE 4 WALL." We have not found any Type 4 Walls. <u>NJ TRANSIT Response: Response to follow via addendum</u>

RCCI Question 3) Drawing ARC-03 and ARC-04 each show "SHIP LADDER, TYP. SEE 1/ARC-36." Detail 1/ARC-36 shows a faint outline of a type of 'ladder.' The faint outline is difficult to determine the design. Is it permanently attached? Is it aluminum or steel? Questions 1-4, Set 3, dated March 28. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 4) Drawing ARC-34 at the center of the sheet shows a "STOP LOG SCHEDULE." The schedule shows "SL1", SL2, SL3. On the right-hand side of the same drawing shows a "DECAL SCHEDLE." The decal schedule calls for decals for "SL4" and "SL5." Where can we find "SL4" and "SL5."? NJ TRANSIT Response: Response to follow via addendum Is there a manufacturer upon whose proprietary ladders your design is based?

Questions 1-2, Set 4, dated March 28. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-02 at the top left corner there is a detail "<u>L WALL" – TYPE 1</u> (SHOWN) TYPE 3 & 3A (SIMILAR)." On the right-hand side of the detail near the construction joint for the wall there is a note "EXISTING GRADE VARIES." On the left-hand side of the wall there is a note "ELEVATION TO MATCH EXISTING", and a note for the curb height "6" MAX." The top of wall is shown at EL. 12.75. For quantity purposes can you please provide a profile of the existing top of curb or the existing ground at the wall footing so we can determine the "height of the proposed wall.

NJ TRANSIT Response: Response to follow via addendum

RCCI Question 2) Drawing DS-STR-02 at right center there is detail "PLAN TYPICAL REINFORCEMENT AT INTERMEDIATE BLOCKOUT." Where are thes "intermediate blockouts" and how many of them are required? NJ TRANSIT Response: Response to follow via addendum

Question 1, Set 5, dated March 28. 2017 is from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing ARC-08 at the bottom right-hand side shows "L-SHAPED FLOOD WALL TYPE 1, SEE ARC-30 AND DS-STR-03. The portion of wall designated has a cross section legend calling out **5/ARC-30**. Referring to DS-STR-03 at the top left corner there is detail "**PARTIAL PLAN SWING GATE AT BUILDINGS 1 & 4 ALLEY**" This detail seems to indicate that the WALL vertical reinforcing is to be dowelled into an existing concrete slab. This detail conflicts with **5/ARC-30**. Please advise. **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-2, Set 6, dated March 29. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE ¼" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. **NJ TRANSIT Response: Response to follow via addendum**

Questions 1-2, Set 7, dated March 30. 2017 are from Pete Dunn, Railroad Construction Company, Inc. (RCCI), Paterson, NJ:

RCCI Question 1) Drawing DS-STR-08 at DETAIL K note says "PROVIDE ¼" BENT PLATE (FIELD WELD/BOLT) FROM GRADE TO EL. 12.75 TO CLOSE GAP BETWEEN HSSS AND BUILDING." Please advise what is the elevation of "grade" at each of these locations. **NJ TRANSIT Response: Response to follow via addendum**

RCCI Question 2) Drawing DS-STR-10 upper right hand corner shows an ELEVATION SECTION 13. Can you tell us from where did this section originate. **NJ TRANSIT Response: Response to follow via addendum**

This concludes Addendum No 2. Bidders must acknowledge receipt of this addendum on the acknowledgment of receipt of addendum with your e-bid submission.

Sincerely,

Robert Delitto

Managing Contract Specialist

Robert Delitto

Contracts/Division of Procurement E mail: RDELITTO@NJTRANSIT.COMFax(973)491-7597

CC: W. Schenkel/W. Wong/J. Barricella-HNTB/F.Grigni-JEG/J-Rush-Gilbert/J. ladanza/Bid Desk/IFB File

Attachment (March 30, 2017 Pre-bid Conference Sign-In Sheet)

NJ TRANSIT

IFB No. 17-006X-PRE-BID MEETING

Construction of Permanent Site Flood Protection Measures to Protect NJTRANSIT'S Meadows
Maintenance Complex (MMC) and Rail Operations Center (ROC), Kearny, NJ
10:00AM: Thursday, March 30, 2017
MMC Conference ROOM 5 - Cafeteria
Page 1 OF

PRE-BID MEETING ATTENDANCE SHEET

NAME COMPANY, ADDRESS & TELEPHONE &	E-mail
Rober Sellie NJTRANSIT 1 Ronn Playe East O	7105 ROEL HOONSTrysten
Jackie Kush-Gilbert	JRush-Gilbert O Diani
VETE DIBUSI PAX OTTO BOX CO.	
118 NORTH AVE. W-STE 201 7.918-709	29500 INFOPAULOTTORO, CUM
CRANFORD, NS 07016 F. 908-709	-9501
BUISCHULLE NITRAINSIT	NSCHENKLLWINTER
ALUSON EGAN NIT	Egonanityany-
PETER DUNN PAILROAD ONS BIDE	ROGLE KCHINY IT'ME
Michael Rosta Beach Electic 72 Goshon str	ect Mikera RCCMAILENCT
STIVING GRANZA JH REID G-C- SOPERIND NJ 0746	731-15 2-4050 O SGROVITHE DIHREROGCIO
	2 m(mAHOLD LITERUSTIO
Daniel Fopplano Bond Brothers	dfopping@bondbroter
LITERS HOLT YALLANTROVER GROWP STOREGUSDY	CHCCTOWALLANTPUTER ROUPCON
Mike Garofalo VALIANT POWER Group 908-297-6175	Mgarofalo @ Valiant Pares
JAKE SULLIVAN HALL CONSTRUCTION (732-938-4255)	pegan@hallge.com
	VINERERECCETICONET
LESCHUBERT IEW 75 SCULPTORSWAY HAMILTON 6095	786-500 5 × 106 H. COLGUN
Rich Rapici DAR GENET- SUNICES 20165	2-3411 BRADIE
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Bruce Junge Northerst Remove one NS 73	32-557-6100 x 174 900 AG TUPEST TOWNS CO. LOW
Peter Gentle HATB NJTRANSITHQ pgen	He a HATB com
	Fwra @ msn.com
	rricella @ HNTB. COM
	DANZA @ NJTRANSIT. COM
Dale R. Leur 862-262-7813 dale	legg @ jacobs. com
	44

NJ TRANSIT

IFB No. 17-006X-PRE-BID MEETING

Construction of Permanent Site Flood Protection Measures to Protect NJTRANSIT'S Meadows
Maintenance Complex (MMC) and Rail Operations Center (ROC), Kearny, NJ
10:00AM: Thursday, March 30, 2017
MMC Conference ROOM 5 – Cafeteria
Page 1 OF

PRE-BID MEETING ATTENDANCE SHEET

NAME	COMPA	ANY, ADDRESS & TELEPHONE &	E-mail
			Srella Emantana construc
James	Rella M	Montana Const. Lod; NS	973-478-5200
Michael	Coppela	Coppola Services. INC.	Thoffman @ coppolaserveces
			973-390-8321
Nich T	E Robertas	Ausslan. & DeCicco	977~762 3359
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Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Richard T. Hammer, Commissioner
Steven H. Santoro, Executive Director



March 21, 2017

RE: INVITATION FOR BID NO.17-006X Construction of Permanent Site Flood Protection Measures to Protect NJTRANSIT'S Meadows Maintenance Complex (MMC) and Rail Operations Center (ROC), Kearny, NJ Addendum No. 1

To whom it may concern:

The following constitutes Addendum No. 1 and must be acknowledged by each Bidder acknowledging receipt of addendum with your e-bid submission. Failure to do so may render a bid as non-responsive.

ITEM#I: The following General Information Qualifies for this Procurement:

- 1 All Request For Information (RFI's)/Questions are due by 4:00PM, Thursday, April 6, 2017;
- 2 Bid Proposal Forms have been revised and uploaded to Bidx.com
- Directions for the pre-bid conference and site tour scheduled for **Thursday**, **March 30**, **2017** at 10:00A.M are as follows.

Directions to MMC / ROC:

1148 Newark Turnpike Kearny, NJ 07082

From Route 280 & Points West:

From all points west with access to Route 280, take Route 280 east toward New York City/Holland Tunnel. From Exit 17A.

Follow the road approximately 1 mile, past Post Office complex. At the base of the hill, make a right turn into the complex (you will see a sign for NJ Transit Rail Operations Meadows Maintenance Complex at the turn). Park in lot and take the elevated walkway into the building.

From NJ Turnpike:

From all points with access to the NJ Turnpike, travel the turnpike to Exit 15W, follow signs for Route 7 East to Jersey City. Follow directions underlined above.

From Hoboken/Jersey City and Points East:

Travel to the Tonnele Avenue Circle and follow signs for Route 7 West.

Travel on Route 7 West for about 1 1/2 miles. Come to a fork in road opposite the MMC. Stay initially to left (Route 508 West to Newark/Harrison). Two hundred feet after taking left fork, make "U" turn onto Route 7 East.

Take Route 7 East back toward Jersey City. Follow Route 7 East for about 200 feet and look for sign into Employees' Parking Lot.

This concludes Addendum No 1. Bidders must acknowledge receipt of this addendum on the acknowledgment of receipt of addendum with your e-bid submission.

Sincerely,

Robert Delitto

Managing Contract Specialist

Robert Delitte

Contracts/Division of Procurement E mail: RDELITTO@NJTRANSIT.COMFax(973)491-7597

CC: W. Schenkel /W. Wong/J. Barricella-HNTB/F. Grigni-JEG/J-Rush-Gilbert/D. Carr-MMC/J. ladanrza-MMC/Bid Desk/IFB File

NEW JERSEY TRANSIT CORPORATION SPECIAL PROVISIONS FOR THE MEADOWS MAINTENANCE COMPLEX AND RAIL OPERATIONS CENTER BUILDING FLOOD CONTROL PROJECT SEALED BID No.17-006X

<u>ARTICLE</u>		<u>PAGE</u>
SP 1	INQUIRIES AND REQUESTS FOR CLARIFICATION (B.2)	2
SP 2	PREQUALIFICATION OF BIDDERS (C.2)	2
SP 3	BID VALIDITY (E6)	3
SP 4	BID VALIDITY (E6)ABBREVIATIONS AND DEFINITIONS (1.1)	3
SP 5	REFERENCED STANDARDS (1.3)	3
SP 6	PERMITS, LAWS, AND REGULATIONS (1.6)	3
SP 7	DESCRIPTION OF WORK (1.18)	4
SP 8	TIME OF COMPLETION – DELAY – LIQUIDATED DAMAGES (2.1)	4
SP 9	NO DAMAGES FOR DELAY (2.2)	5
SP 10	USE OF PREMISES (4.2)	5
SP 11	FIRE PREVENTION ON PREMISES (4.4)	
SP 12	PROTECTION AGAINST DAMAGE (4.5)	
SP 13	UNDERGROUND UTILITIES (4.7)	12
SP 14	MAINTENANCE AND PROTECTION OF ROADWAY AND PEDESTRIAN TRAF	
SP 15	MAINTENANCE OF MARINE TRAFFIC (4.10)	
SP 16	MAINTENANCE OF RAILROAD TRAFFIC (4.11)	13
SP 17	WORK FURNISHED BY OTHERS (4.12)	
SP 18	ARTS IN TRANSIT (4.13)	
SP 19	MOBILIZATION (5.1)	
SP 20	CONSTRUCTION SIGN (5.3)	20
SP 21	CONSTRUCTION PROJECT SCHEDULE (6.2)	
SP 22	CONTRACT DRAWINGS AND SPECIFICATIONS (6.3)	
SP 23	GENERAL REQUIREMENTS FOR SUBMITTALS (6.4)	
SP 24	SHOP AND WORKING DRAWING SUBMITTALS (6.5)	
SP 25	AS-BUILT DRAWINGS AND SUBMITTALS (6.11)	
SP 26	MATERIAL – WORKMANSHIP – LABOR (7.2)	21
SP 27	INSPECTION OF WORK (7.3)	22
SP 28	NEW JERSEY PREVAILING WAGE ACT (11.1)	
SP 29	UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (11.3)	
SP 30	SCOPE OF PAYMENT (12.1)	23
SP 31	EMPLOYEE PROTECTIONS - CONSTRUCTION ACTIVITIES (14.1)	23

Exhibits to Special Provisions:

Exhibit A - Contractor Two-Week Work Schedule - Projected Sequence of Work (1 Page)

EXHIBIT B FTA Project Sign and the State Project Sign, Type 7.1 and Type 7.1A (2 Pages)

EXHIBIT C NJ TRANSIT RAIL HOT WORK PERMIT (1 Page)

Attachments to Special Provisions:

ATTACHMENT A THE STATE OF NEW JERSEY PREVAILING WAGE DETERMINATION FOR

HUDSON COUNTY, NEW JERSEY (121 PAGES)

ATTACHMENT B DBE REQUIREMENTS FOR RACE CONSCIOUS FEDERAL PROCUREMENT

ACTIVITIES (48 PAGES).

ATTACHMENT C THE FEDERAL GENERAL WAGE DETERMINATION FOR HUDSON COUNTY,

NEW JERSEY (8 PAGES)

NEW JERSEY TRANSIT CORPORATION SPECIAL PROVISIONS

FOR THE

MEADOWS MAINTENANCE COMPLEX AND RAIL OPERATIONS CENTER BUILDING FLOOD CONTROL SEALED BID No.17-006X

NOTE: References shown in the following Sections () refer to Article numbers in Instructions to Bidders and NJ TRANSIT's General Provisions for Construction dated February 13, 2017 (with Federal Provisions), unless otherwise stated.

SP 1 INQUIRIES AND REQUESTS FOR CLARIFICATION (B.2)

Modify Section B.2 of NJ TRANSIT's Instructions to Bidders for Construction by adding the following:

All technical questions must be directed to Mr. Robert Delitto, Managing Contract Specialist, NJ TRANSIT Procurement Department at 973-491-7542 or <a href="mailto:red-itto:re

SP 2 PREQUALIFICATION OF BIDDERS (C.2)

Add the following to the end of the fifth paragraph of Section C.2 of NJ TRANSIT's Instructions to Bidders for Construction:

All firms must be prequalified by NJ TRANSIT prior to submitting a bid. Contractors must be prequalified for an amount of work that is equal to or greater than their bid amount. Contractors must be prequalified for Heavy Construction-Rail "HR" (Operating Railroad Environment) with a classification of "GC"- General Contractor, for an amount equal to or exceeding their bid amount. NJ TRANSIT suggests a minimum rating of category "O" \$10,000,001 to \$15,000,000.

A Bidder to be prequalified to perform construction work in an "Operating Railroad Environment" shall have identified in their Bidder's Prequalification Questionnaire specific completed projects which demonstrate construction experience working on an FRA regulated high speed commuter or passenger railroad, in both an electrified and diesel fuel environment, working on or within four feet of the active railroad tracks.

Prequalification questionnaires are available for download from the Bid Express website www.bidx.com. Completed prequalification forms **MUST** be submitted to NJ TRANSIT's at least **fourteen (14)** days prior to the scheduled bid opening date. Completed prequalification questionnaire and supporting documentation are due by Thursday, April 20, 2017 at 4:00PM and shall be submitted to:

NJ TRANSIT Mr. Robert Delitto Managing Contract Specialist One Penn Plaza East-6th Floor Newark, NJ 07105

rdelitto@njtransit.com

SP 3 BID VALIDITY (E6)

Revise the first sentence end of the Section E.6 of NJ TRANSIT's Instructions to Bidders for Construction:

NJ TRANSIT reserves the right to issue a Notice of Award to the successful Bidder, as determined by NJ TRANSIT, at any time for a period of one-hundred and fifty (150) days following the date of bid opening.

SP 4 ABBREVIATIONS AND DEFINITIONS (1.1)

Add the following definitions to 'referenced in Article 1.1.2 of the General Provisions for Construction:

<u>Premises/Project Site</u>: All areas within the Contract Limit line(s).

Railroad Protective Labor: Protective services provided by the Railroad, for work that will foul or will have the potential to foul the railroad tracks and/or catenary wire.

SP 5 REFERENCED STANDARDS (1.3)

Supplement Sub-Article 1.3.2 by adding the following standards:

- 7) NJ TRANSIT Rail Operations Specification for Pipeline Occupancy of New Jersey Transit Property (EP-2)
- 8) Requirements of the New Jersey Meadowlands Commission (NJMC)
- 9) American Association of State Highway and Transportation Officials (AASHTO)
- 10) American National Standards Institute (ANSI)
- 11) American Society for Testing and Materials (ASTM)
- 12) Erosion and Sediment Control, Hudson-Essex-Passaic Soil Conservation District (HEPSCD)
- 13) National Electrical Safety Code (NESC), including requirements for Personal Protective Equipment (PPE)

In addition to the Standards named herein, other standards are referenced in each Division of the Technical Provisions and these other standards also shall have full force and effect as if they are expressly listed and set forth in this Sub-Article.

SP 6 PERMITS, LAWS, AND REGULATIONS (1.6)

Supplement Sub-Article 1.6.7 by adding the following:

1.6.7.1 *The Contractor shall* conform to OSHA requirements and NJ TRANSIT "Control of Hazardous Energy (Lockout/Tagout) requirements.

Supplement Article 1.6., in addition to the above, by adding the following:

- 1.6.10 The Contractor acknowledges that governmental agencies and bodies such as the New Jersey Department of Environmental Protection NJDEP and the Hudson-Essex-Passaic Soil Conservation District require a significant amount of time to review, process and approve submittals, permits and applications. Consequently, the Contractor further acknowledges that sizeable allowances in the Project Schedule may be required because of same and even then adjustments to the Contractor's work plans may be needed.
- 1.6.11 Contractor shall be responsible for requesting utility location markups. NJ TRANSIT has obtained the Soil Erosion and Sediment Control permit and the applicable permits from NJDEP. It is the Contractor's responsibility to obtain all other permits and approvals from any and all other authorities having jurisdiction.

SP 7 DESCRIPTION OF WORK (1.18)

Add the following as new Article 1.18 Description of Work:

1.18 Description of Work

The Meadows Maintenance Complex is located in Kearny, NJ. The Contract Drawings and Technical Provisions, which are prepared by Jacobs Engineering Group Inc., Morristown, New Jersey, are entitled,

MEADOWS MAINTENANCE COMPLEX AND RAIL OPERATIONS CENTER SUB-TASK No. 2 – BUILDING FLOOD CONTROL SUB-TASK No. 3 – PUMPS AND GENERATORS

The Project includes, but is not limited to, the construction of permanent site protection measures to protect the Meadows Maintenance Complex (MMC) and the Rail Operations Center (ROC) facilities from flooding.

The flood protection measures include flood walls and gates; retractable sluice gates to protect overhead roll-up doors; sump pits and pumps; dewatering pumps; portable deployed and permanent utility pumps; flood stop logs; waterproofing material on building walls; and emergency generators. Other contract work shall include, but not be limited to, constructing steel platforms to elevate equipment above flood level; miscellaneous site improvements and landscaping, and asphalt paving.

The Contractor's proposal prices shall be inclusive of all labor, equipment, plant, material, supervision, insurance, bonds, mobilization, transportation, demolition, clean-up and disposal of all construction spoils for a complete project.

SP 8 TIME OF COMPLETION – DELAY – LIQUIDATED DAMAGES (2.1)

Add the following to Sub-article 2.1.1 of the General Provisions for Construction:

The Contractor shall pay to NJ TRANSIT the amount of six thousand two hundred dollars (\$6,200.00) per day as liquidated damages for each calendar day of delay in completing the work beyond each and every milestone completion date specified below.

Mandatory Intermediate Milestones

Intermediate Milestone 1: Complete all work at the Fuel Shed, and at the Waste Treatment Plant, inclusive of all associated systems required to make the work operational, within 250 calendar days of the Notice to Proceed.

Overall Project Completion: Complete the balance of all work within 550 calendar days of the Notice to Proceed.

Add the following to Sub-article 2.1.2 of the General Provisions for Construction:

The overall project completion duration is 550 calendar days after the Notice to Proceed.

SP 9 NO DAMAGES FOR DELAY (2.2)

Supplement Sub-Article 2.2.2 with the following:

The Contractor shall be aware that NJ TRANSIT conducts quarterly emergency evacuation drills that require all on-site personnel to completely leave the MMC site for a two-hour period during the primary shift. The Contractor shall plan for, participate in, and accommodate these exercises in the scheduling of work.

SP 10 USE OF PREMISES (4.2)

Supplement Sub-Article 4.2.1 by adding the following:

All Contractor vehicles that will be used to enter the MMC property for this Project must be approved by the Construction Manager at least 48 hours in advance of entering the property. Non-approved vehicles will not be permitted to enter the MMC property.

Parking of Contractor vehicles will be limited to the designated storage areas, unless otherwise permitted or directed by the Construction Manager.

Add the following sentence to Sub-Article 4.2.7:

The Contractor shall fence and secure the perimeter of the Construction Manager's and Contractor's trailers and parking areas and shall provide continuous security monitoring of the area.

Supplement Sub-Article 4.2.9 of the General Provisions for Construction by adding the following:

Work on NJ TRANSIT property may be performed during regular working hours and during times when work is being performed under an approved track and/or catenary wire outage. In order to complete the Project within the Contractor's stated time of completion for the Work, the Contractor may find it necessary to work multiple shifts and perform some of the work on weekends. Shift hours must be approved by NJ TRANSIT.

Due to the nature of the Work and a majority of the Work's close proximity to the tracks, a significant amount of Railroad Protective Labor (such as, among other things, flag protection or watchman), track outages and catenary wire outages will be required to complete the Project. For

work that does not require a track or catenary wire outage but does require such Railroad Protective Labor, the Contractor may request such protection for regular work hours.

When a track outage only is approved, the Contractor will be permitted to foul the track approximately 15 minutes after the approved outage start time. The Contractor will need to be clear of the track fouling distance approximately 15 minutes prior to the approved outage end time. For example, a track outage approved for 11:00 PM Monday night to 5:00 AM Tuesday morning would allow the Contractor to foul the track from approximately 11:15 PM Monday night to approximately 4:45 AM Tuesday morning. Be advised the above outages are for track only. Railway Worker Protection (RWP) policies and rules shall be complied with without exception.

If the Contractor's work comes within twenty (20) feet of any catenary, catenary feeder, catenary flyover cables, single power feeder or any other electrical lines, these lines must be de-energized, which deducts one (1) hour at the start of the track outage and one (1) hour at the end of the track outage. For example, if the wires do have to be de-energized, the track outage for Monday through Friday will be from 12:00 midnight to 4:00 AM each day, based on the example of 11:00 PM to 5:00 AM outage described above. This requirement preempts the 15-minute requirement noted in the preceding paragraph.

The Contractor shall note that work around and adjacent to the railroad is severely restricted during the annual holiday moratorium on performance of work, which is defined as the period beginning 5 days prior to Thanksgiving and ending on January 2 of the following year. Requests for track outages, catenary wire outages and Railroad Protective Labor may not be permitted during this period.

The Contractor shall plan the Work in accordance with these requirements and shall be advised that submission of any Railroad Protective Labor, track outage, or catenary wire outage request does not guarantee that the request will be granted.

Work shall not be scheduled to be performed on the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day (Monday Observance)
- Independence Day
- Labor Day
- Thanksgiving Day and the day after
- Christmas Day

If a holiday falls on a Saturday or Sunday, work shall not be scheduled for the day on which the holiday falls or for the day(s) on which the holiday is observed by the Railroads. Railroad holiday schedules can be obtained from the Construction Manager upon request. The Contractor must submit to the Construction Manager a request to work on a Railroad holiday no less than ten (10 calendar days in advance of the work to be performed during such times. Submission of a request to perform work on a Railroad holiday does not guarantee that the request will be granted. The above shall not preclude the Contractor from taking prudent and necessary actions in an emergency situation.

Add the following new Sub- Articles to Article 4.2:

4.2.10 Delayed or Cancelled Outages or Railroad Protective Labor:

An extension of time will not be granted for delay caused by a shortage of materials, unless the Contractor furnishes to NJ TRANSIT documentary proof that he has diligently made every effort to obtain such materials from all known sources. The Contractor shall also submit proof, in the form of the Project Schedule required by Article 6.2 of the General Provisions for Construction, showing that the inability to obtain such materials when originally planned did, in fact, cause a delay in final completion of the Work which could not be compensated for by revising the sequence of his operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. No consideration will be given to any claim that material could not be obtained at a reasonable, practical or economic cost.

4.2.11 Monetary Reimbursement and Time Extension for Non-Availability of Track/Catenary Outage.

NJ TRANSIT and the Contractor acknowledge that, even when all planning and approvals for track outages have been accomplished as required, the operating requirements of NJ TRANSIT may dictate that track outages cannot be provided to the Contractor. NJ TRANSIT has the following procedure to reimburse the Contractor for all costs and grant extensions of time delays caused by such non-availability of programmed track and catenary outages.

Monetary reimbursement will be granted only when all of the following have occurred, at NJ TRANSIT's sole discretion to be determined:

- 1. The specific track outage was requested in a timely fashion and was expressly approved by NJ TRANSIT.
- 2. The specific work activity was scheduled on the latest monthly update of the approved construction progress schedule.
- 3. Confirmation was received that the specific track/catenary outage had been previously scheduled by NJ TRANSIT in the weekly outage meeting.
- 4. The time period the Contractor was scheduled to work within a specific track/catenary outage was delayed, interrupted, and/or shortened by NJ TRANSIT without prior notice for 25% or more of its planned duration; or canceled in its entirety without prior notice. Payment will not be made for delays or interruptions that amount to less than 25% of the planned work period within a specific track/catenary outage, or in the case of an outage cancellation, labor and equipment that did not show up at the construction site on-time and fully capable of working. For the purposes of this Provision alone, the phrase "prior notice" shall mean notification by NJ TRANSIT or its Construction Manager to the Contractor no later than 24 hours prior to the start of the scheduled work period.
- 5. The Contractor has productively used all prior granted track outages. "Productively used" means the Contractor diligently performed the work scheduled for the subject outage.

6. The reason for the cancellation or delay of the outage was solely for the benefit of NJ TRANSIT and not attributable in whole or in part to weather or any act, error, or omission on the part of the Contractor.

NJ TRANSIT reserves the right to cancel outages without notice due to the Contractor's failure to abide by the rules of NJ TRANSIT, the terms of the Contract or the instructions of NJ TRANSIT or the Construction Manager. In such a situation, the Contractor shall not be entitled to any monetary or time compensation.

Monetary reimbursement will be limited to the following:

- 1. Hourly labor specifically assigned to the work activity that necessitated the track outage.
- 2. Equipment and plant rentals specifically assigned to the work activity that necessitated the track outage.
- 3. Ten-percent overhead markup calculated on items 1 and 2 above. Payment will only be made for major pieces of construction related equipment such as backhoes, loaders, tractors, dump trucks, cranes and boom trucks. Major equipment for the purposes of this provision shall mean electric, pneumatic, gasoline, diesel driven/powered equipment that produces/requires at least 30 horsepower to function properly. Small hand and power tools, pick-up trucks, passenger vehicles, and incidental materials, equipment, and supplies will be considered part of overhead for the purposes of this provision.
- 4. No profit will be allowed under this provision.

A time extension will be granted to the Contractor only for time actually lost on work activities that are on the critical path as evidenced by the latest monthly construction progress schedule.

Payment will be made from the allowance, *Track Time Allowance (Bid Item No. C01-002-005.0)*, listed in the Proposal, as part of the monthly progress payment.

Payment for canceled or delayed track outages will only be made for labor and equipment operating in work zones scheduled to be active during that specific track outage. Payment will not be made for idle labor and equipment that is not, and was not scheduled to be, operating in the active work zone.

The Contractor hereby agrees that the terms of compensation set forth herein for non-availability of outages are fair and reasonable and shall compensate the Contractor in full for any and all costs whatsoever incurred as a result of the lack of availability of outages.

4.2.12 The Contractor fully acknowledges that the Work is within the confines of a very active and congested Rail Yard vital to the operations of NJ TRANSIT, and that the Contractor's access to and use of the premises may be restricted by NJ TRANSIT without advance notice to ensure continued operations of the facility Furthermore, the Contractor acknowledges the Contract Work shall be done to accommodate NJ TRANSIT's operations at all times and that all construction activities in all areas

shall be completed in such a manner as to minimize or eliminate all disruptions, interferences, or hindrances to NJ TRANSIT's operations.

- 4.2.13 The Contractor shall not interfere with or hinder NJ TRANSIT's daily operations and shall coordinate and schedule construction operations with the NJ TRANSIT's Rail Operations personnel through the Construction Manager.
- 4.2.14 The Contractor shall notify the Construction Manager in writing 72 hours prior to any routine utility shutdowns required that may affect NJ TRANSIT's operations and obtain the Construction Manager's express approval before proceeding with a utility shutdown. NJ TRANSIT reserves the right to require such shutdowns be done only during stipulated hours to minimize any impacts to its operations as follows:

Work Area	Outage Times	
Building #14 – Train Wash	Building Function Outages • Weekdays: 10:00 AM - 2:00 PM	
	 Additional outages may be available during winter months December through March if the temperature is below 35 degrees, and the train wash is not in service. 	
Microwave Tower	Building Function Outages	
	Microwave Tower: No outages permitted; contractor must supply temporary generator for utility cutovers.	
Fuel Pad / Shed	No electrical outages needed.	
Building #3	Building Function Outage	
	Saturdays: 6:00 PM - 4:00 AM	
Wastewater Treatment Plant	Building Function Outage	
	Weekdays 6:00 P.M. to 2:00 A.M.	
	Interior building work will not require track outages.	
Building #1 / ROC	PIP/MTS Installations	
Building #2 S&I	For each PIP/MTS installation, a single weekend power outage will be permitted, from Friday 3:00 PM to Sunday 11:00 PM (56 continuous hours). Of this time, 4 hours must be allowed at the beginning and 4 hours at the end of each outage for NJ TRANSIT to perform power-down and power-up operations.	
	There will be 48 continuous hours available within the outage for PIP/MTS installation, testing and cutover.	

Work Area	Outage Times	
	A written request for each outage must be submitted to the Construction Manager at least 30 days prior to the proposed outage.	
Building 1 Loading Dock Bays	One bay may be taken out of service at a time, on Saturdays and Sundays only, 9:00 AM to 5:00 PM each day.	
Wheel True Building	Building Interior Work	
	Shop shutdown one shift at a time during Weekdays 7:00 AM - 3:00 PM. Electrical cutovers must be completed during the shutdown.	
	NJ TRANSIT to move stored materials to facilitate contractor access to the south wall. with 5 days advanced notice by the contractor	

Contractor shall maintain all essential services including, but not limited, to security, fire protection, heat, and communications during a utility shutdown.

- 4.2.15 The Contract Drawings show the approximate locations of the various overhead and underground lines, utilities, and structures constructed previously and shall be used only as guidelines and are not guaranteed as to their accuracy or completeness. Due to the existence of third party utilities, utilities associated with the tracks, and the above ground and underground utilities associated with the rail line, the Contractor shall exercise extreme caution and a high level of diligence during construction activities especially during excavating, demolition, and lifting operations.
- 4.2.16 Contractors shall not traverse the tracks, park vehicles or equipment or unload materials at any areas other than designated areas without the express written approval of the Construction Manager and with the permission of NJ TRANSIT flagging protection.
- 4.2.17 The Contractor shall provide his Project Manager and construction superintendent with cell phones. The Contractor shall submit the Project Manager's and Construction Superintendent's twenty-four hour telephone numbers to NJ TRANSIT's Construction Manager.
- 4.2.18 The Contractor will be allowed space to store materials on-site at the following locations enumerated below:

Storage Locations

<u>Location</u>	<u>Description</u>	<u>Period</u>
West	Adjacent to the west side of Building #10	Project Duration
East	Northeast of the Wastewater Treatment Plant, adjacent to the North Running Track	Project Duration

Storage Locations

Other locations needed for short interval staging points may be available depending on time of need, duration and daily operations requirements of NJ Transit.

- 4.2.19 The failure or inability of NJ TRANSIT to provide previously approved storage and staging areas shall not entitle the Contractor to additional compensation, damages, or time.
- 4.2.20 All vehicular access to the Project Site shall be restricted to the Main Entry via the Access Road accessible from Newark-Jersey City Turnpike (Route 7). All employees of the Contractor and subcontractors shall wear Contractor-provided NJ TRANSIT-approved identification badges at all times they are on the Project Site. All vehicles and employees will be checked by NJ TRANSIT security forces prior to being granted the right to enter or leave the site.
- 4.2.21 In order to maintain security on the MMC property, the Contractor's access to the site will be restricted. All vehicles will be searched and may be delayed or prohibited from entering NJ TRANSIT property. On-site parking and access of vehicles will also be limited to designated and identified vehicles. Designated vehicles shall have a NJ TRANSIT approved identification hangtag visible at all times. NJ TRANSIT reserves the right to deny or severely limit the parking or access of the Contractor's vehicles onto the MMC site at any time.
- 4.2.22 Should the Contractor's forces fail to comply with any requirements of NJ TRANSIT and/ or the Access and Traffic Control firm regarding vehicular access, movements, and parking, they will be removed from the site and denied future access onto the MMC site.
- 4.2.23 All hazardous substances or conditions exposed during the Work shall be immediately reported to the Construction Manager.
- 4.2.24 After NJ TRANSIT occupancy of newly constructed areas or premises, the Contractor shall coordinate access to the site for correction of work not in accordance with the Contract plans and specifications to minimize disruptions to NJ TRANSIT activities.
- During the complete term of the project, NJ TRANSIT will continue to use major portions of the existing tracks, yard and maintenance facilities, including all areas adjacent to the construction, storage, and staging areas. The usage will fall within the Contract limits. This includes the uninterrupted access to the existing fueling station for fuel/lube oil deliveries; maintenance and emergency vehicles and any other activities needed to maintain train operations. Temporary, short term interruptions to this access may be scheduled through the Construction Manager with written notice, given at least 72 hours in advance and subject to NJ TRANSIT approval. The Contractor may be required to schedule those interruptions to access outside of regular working hours, at no additional cost to NJ TRANSIT.
- 4.2.26 The Contractor will not be permitted to use NJ TRANSIT toilets, cafeteria or other MMC and ROC facilities.

SP 11 FIRE PREVENTION ON PREMISES (4.4)

Add the following new Sub-Article to Article 4.4:

4.4.6 The Contractor shall conform to NJ TRANSIT's Hot Work Requirements, including obtaining a NJ TRANSIT Hot Work Permit before any hot work is performed and designation of trained Fire Watch personnel (who shall remain on watch at least 30 minutes after each hot work activity is completed). Hot Work permits must be submitted to the NJ TRANSIT Manager of Safety Compliance, Rail (Fax: 973-491-8181) after the Hot Work is completed. Refer to EXHIBIT C NJ TRANSIT RAIL HOT WORK PERMIT.

SP 12 PROTECTION AGAINST DAMAGE (4.5)

Add the following new Sub-Articles to Article 4.5:

- 4.5.8 The Contractor shall protect the Work including all construction in progress, completed construction, and materials and equipment. Protection shall include, but not be limited to, installation of substantial temporary enclosures of buildings providing strong locking entrances to prevent unauthorized entrance, vandalism, theft or other such violations.
- 4.5.9 The Contractor shall prohibit entry to this project by unauthorized personnel during working hours. The Contractor shall be held liable for all theft and damage of NJ TRANSIT property.
- 4.5.10 The Contractor shall not rely upon existing security measures in place by NJ TRANSIT for the protection of its equipment, materials and personnel since they are for the sole protection of NJ TRANSIT's passengers, employees, equipment and existing facilities. The Contractor shall coordinate all of its security measures with the supervisory personnel of the MMC facility and maintenance facilities through the Construction Manager.

SP 13 UNDERGROUND UTILITIES (4.7)

Revise the second paragraph of Article 4.7.1 of the General Provisions for Construction to read:

The Contractor's attention is called to the fact that the exact location of the various overhead and underground lines, utilities, and structures located throughout the project site is unknown. The Contractor is advised to use extreme caution during construction. The approximate locations shown on the plans of the various overhead and underground lines, utilities and structures are to be used only as general information and are not guaranteed as to accuracy or correctness. In accordance with the *New Jersey Underground Facility Protection Act*, the Contractor shall use the New Jersey One-Call system (phone no. 800-272-1000) prior to excavation and/or demolition work to check for underground utilities and arrange for markouts.

SP 14 MAINTENANCE AND PROTECTION OF ROADWAY AND PEDESTRIAN TRAFFIC (4.9)

Supplement Sub-Article 4.9.4 by adding the following:

4.9.4.1 The Contractor shall stage the work in front of Building #1 / ROC such that the existing three HC parking spaces will be provided during construction. The Contractor shall provide temporary ADA-compliant walkways if necessary to allow access to the ROC and Building 1 entrances.

Temporary relocation of any of the parking spaces in front of Building #1 / ROC will be as approved by the Construction Manager, and will require a written request to be submitted at least 48 hours in advance of the proposed relocation.

Delete the last sentence of Article 4.9.8 and replace with the following:

Payment for maintaining and protecting roadway and pedestrian traffic will be made under the lump sum price bid for the item, MAINTENANCE AND PROTECTION OF ROADWAY AND PEDESTRIAN TRAFFIC (*Bid Item No. C01-007-001.0*), which price shall include all materials, labor, tools, equipment and incidentals necessary for maintaining and protecting roadway and pedestrian traffic.

SP 15 MAINTENANCE OF MARINE TRAFFIC (4.10)

Delete Article 4.10 Maintenance of Marine Traffic in its entirety.

SP 16 MAINTENANCE OF RAILROAD TRAFFIC (4.11)

Supplement Sub-Article 4.11.1 by adding the following:

- 4.11.1.1 The Contractor shall notify the Construction Manager, in writing, three weeks prior to any requested track outage, track removal or fouling and obtain the Construction Manager's express approval before proceeding with the Work. In addition, the request(s) for flagmen, watchmen and other protective services shall be submitted 48 hours and 72 hours in advance, respectively. All requests for track and catenary outrages along with those for the Flagmen watchmen and other protective services shall be accompanied by a detailed Work plan approved by NJ TRANSIT. The plan shall indicate specific work to be performed.
- 4.11.1.2 All requests for track outrages along with those for the flagmen shall be accompanied by a detailed Work plan. The plan shall indicate specific work to be performed. Submission of a track outage notification referred to as a Site Specific Work Plan ("SSWP") is required for all activities with the potential to foul a track. Allow forty-five (45) days for review of each iteration of the submission.

The SSWP shall include, at a minimum, the following information:

• The scope of Work, including any engineering calculations or equipment capacities required. The Work shall be well defined and include all prerequisite and successor activities required to complete the outage task(s) and return the facilities to operational condition. All prerequisite activities must be completed to the satisfaction of the Construction Manager at least 48 hours before the scheduled start of the outage. Failure to complete the prerequisite activities to the satisfaction of the Construction Manager shall constitute failure on the part of the contractor and the outage shall be cancelled without monetary reimbursement and time extension to the Contractor.

- The date(s) and day(s) of the week that the outage is to start and finish.
- The time the outage will start and the time the outage will finish.
- Staffing including craft and/or class of trades.
- All equipment required to complete the scope of work, including manufacturers' brochures listing dimensions, weights, and other pertinent data.
- Subcontractor(s), services or suppliers, such as, for example, without limitation, surveyors, inspectors and concrete suppliers, required during the outage and confirmation of their availability.
- A list of all materials required to complete the work during the outage.
- Any specialized or unique equipment that may require special permitting, handling or operation.

The SSWP format shall be similar to a construction schedule and shall detail activities on an hourly basis throughout the outage period including hourly requirements of labor, equipment and material.

- 4.11.1.3 The Contractor fully acknowledges that the contract work is within the confines of very active and congested facilities and railroad rights-of-way vital to the operations of NJ TRANSIT, and that the Contractor's access to and use of the premises may be restricted by NJ TRANSIT, without advance notice, to ensure continued operations despite having prior permission and approval to enter on and/or occupy said premises. Furthermore, the Contractor acknowledges the Contract Work must be done to accommodate NJ Transit's operations at all times and that all the Contractor's activities in all areas shall be completed in a manner to minimize or eliminate all disruptions, interference's or hindrances whatsoever to NJ TRANSIT's operations.
- 4.11.1.4 The MMC operates 24 hours a day, 7 days a week, year-round. including all legal and union holidays, inside and outside the buildings with and without the catenary system and with vehicles throughout the complex. It is mandatory that the Contractor avoids compromising NJ TRANSIT's train and force account movements to and from and in and out of the buildings and the yard complex.
- 4.11.1.5 Whenever equipment or personnel are working closer than 20 feet from the nearest rail or 23 feet from the centerline of the nearest track or over the top of a track, that track is considered "fouled". Refer to Appendix D in the General Provisions for NJ TRANSIT's "Governing Rules for Working within the Railroad Right for Way".
- 4.11.1.6 NJ TRANSIT will permit track and/or catenary power outage time in accordance with the Track Outage Times that follow.

Track(s)/Area	Work Areas		Outage Ti	mes	
	Building #14 – Train Wash	Track,	catenary,	and	signal

Track(s)/Area	Work Areas	Outage Times
		power outages are not required.
Center Yard Track C7	Microwave Tower	Track and Catenary Weekends only:
		Saturday 9:00 AM to 5:00 PM Sunday 9:00 AM to 5:00 PM
Runaround Track	Microwave Tower	Foul shots only permitted as follows:
		Weekdays: 7:00 AM - 4:00 PM;
		Weeknight: 7:00 PM - 5:00 AM;
		Weekend: Fri 7:00 PM - Mon 5:00 AM
		Low-height equipment should be used in these work areas so the Work may proceed without fouling the Runaround Track catenary.
Locomotive Tracks Loco 5 and Loco 6	Fuel Pad / Shed	Saturday 3:00 PM – 9:00 PM
2000 0 4114 2000 0		Weekday and Sunday outages will not be permitted.
		Shop Lead Track cannot be taken out of service when Loco 6 or Loco 5 Tracks are out of service.
MU Lead Track	Building #3	Weekdays: 9:00 AM - 5:00 PM
	Wastewater Treatment Plant	Weekend outages will not be permitted.
		Wastewater Treatment Plant:
		Interior building work will not require track outages.
		Open trench track crossing will be permitted.
Shop Lead Track	Building #3	Weekends (for work at alcove): Saturdays 3:00 PM - 9:00 AM
		Weekdays 9:00 AM - 4:00 PM for other work

Track(s)/Area	Work Areas	Outage Times
		Contractor must clear the tracks within 30 minutes of being notified by NJT that the track must be vacated.
		Shop Lead Track cannot be taken out of service when the MU Lead Track is out of service.
		Shop Lead Track cannot be taken out of service when Loco 5 or Loco 6 Tracks are out of service.
Tracks 1, 2 and 3	Building #1 / ROC	Weekdays: 8:00 AM - 5:00 PM;
		Weeknights: 9:00 PM - 5:00 AM;
		Weekends: Fri 8:00 PM - Mon 5:00 AM (continuous).
		No catenary inside and outside.
		All three tracks may be worked simultaneously.
		Contractor must clear the tracks within 30 minutes of being notified by NJT that the track must be vacated.
		Outages for electrical connections are allowed from Saturday 6:00 p.m. to Sunday 2:00 a.m.
Tracks 4 and 5	Building #1 / ROC	Track Outages, Inside & Outside
		Weekdays: 8:00 AM - 5:00 PM Weeknights: 9:00 PM - 5:00 AM Weekends: Fri 8:00 PM - Mon 5:00 AM (continuous).
		Catenary Outages Outside
		Weekdays 9:00 AM to 5:00 PM
		Catenary Outages Inside Saturday 3:00 PM to 9:00 PM
		Catenary inside
		Catenary attachments (not)

Track(s)/Area	Work Areas	Outage Times
		electrified) outside.
		All four tracks may be worked simultaneously.
		Only one track and catenary can be out of service at any given time.
Tracks 6 and 7	Building #1 / ROC	Track Outages Inside & Outside
		Weekdays 8:00 AM - 5:00 PM, Weeknights: 9:00 PM - 5:00 AM Weekends: Fri 8:00 PM - Mon 5:00 AM (continuous).All four tracks may be worked simultaneously
		Catenary Outages Inside Saturdays: 3:00 PM - 9:00 PM Only one track and catenary can be out of service at any given time.
		Catenary inside
Tracks 8, 9 and 10	Building #1 / ROC	Weekdays: 8:00 AM - 5:00 PM
		Weeknights: 9:00 PM - 5:00 AM
		Weekends: Fri 8:00 PM - Mon 5:00 AM (continuous)
		No catenary inside or outside
		Contractor must be able to clear the tracks within 30 minutes of being notified by NJT that the track must be vacated.
Tracks 11E, 12E and 11W, 12W	Building #1 / ROC	For Door Work where no catenary outage is required
		Track Inside & Outside Outages Weekdays: 8:00 AM - 5:00 PM Weeknights: 9:00 PM - 5:00 AM Weekends: Fri 8:00 PM - Mon 5:00 AM (continuous)
		Catenary Outages Outside Weekdays: 8:00 AM - 5:00 PM Weeknights: 9:00 PM - 5:00 AM Weekends: Fri 8:00 PM - Mon 5:00 AM (continuous)

Track(s)/Area	Work Areas	Outage Times
		No catenary inside.
Thoroughfare Track	Building #1 / ROC	Weekdays: 8:00 AM – 5:00 PM Fouling shots only
		Weekends: Fri 8:00 PM - Mon 5:00 AM (continuous)
		Thoroughfare Track cannot be taken out of service when S&I Track 5 is out of service.
S&I Tracks 1, 2 and 3	Building #1 / ROC	Weekdays: 8:00 AM - 5:00 PM
		Weeknights: 9:00 PM - 5:00 AM
		Weekends: Fri 8:00 PM - Mon 5:00 AM (continuous)
		No catenary
		 Contractor must be able to clear the tracks within 30 minutes of being notified by NJ TRANSIT that the track must be vacated.
S&I Tracks 4 and 5	Wheel True Building	Overhead Door Work
		Weekdays: 8:00 AM - 5:00 PM Weeknights: 9:00 PM - 5:00 AM Weekends: Fri 8:00 PM - Mon 5:00 AM (continuous)
		S&I Track 5 cannot be taken out of service when Thoroughfare Track is out of service.

Delete the third sentence in Sub-Article 4.11.5.A.3 which states, "All Contractor Personnel working within fouling distance shall attend the Railroad's safety orientation class which will be provided by the railroad at no cost to Contractor" and replace it with the following sentences:

4.11.5.A.3 All of Contractor and Subcontractor's on-site personnel, including supervisors and foremen, will be required to attend NJ TRANSIT's safety training prior to working on the site. On-site personnel must carry safety training ID cards at all times while on the site. This safety training consists of a four hour session at a NJ TRANSIT locality and is valid for a one (1) year period. All on-site personnel must be safety trained annually. The Contractor shall coordinate with the Construction Manager to schedule this training session. No separate payment will be made to the Contractor for expenditures associated with this safety training but this cost shall be incorporated in the Bid price.

In addition, all Contractor and Subcontractor personnel shall attend a Site Specific Orientation Class. The class shall be a supplement to the Railroad's safety orientation class. The class shall be run by the Contractor Safety Representative and shall deal specifically with construction activities and restrictions at the MMC. The Contractor shall submit an outline of the class content for prior approval by NJ TRANSIT. Class topics shall include the following:

- 1. General Project Work Scope
- 2. MMC Transportation and Maintenance Operations
- 3. Procedures for Site Access by Contractor Personnel
- 4. Contractor Work Sites
- 5. Restricted Areas
- 6. Working within an Active Building
- 7. Contractor Parking and Storage Areas
- 8. Construction Trafficways
- 9. Material Deliveries
- 10. On Site Handling of Materials
- 11. Site Cleanliness
- 12. Worker Conduct
- 13. Coordination of Work Activities and Work Hours
- 14. Railroad Safety
- 15. Weekly Outage Meetings

NJ TRANSIT will provide assistance to the Contractor in the development of items 2, 6 and 14 above. All attendees will be issued a suitable badge or ID at the completion of the class. No Contractor personnel will be permitted to enter the site without such ID or badge.

SP 17 WORK FURNISHED BY OTHERS (4.12)

Add the following new Sub-Articles to Article 4.12:

- 4.12.6 The Contractor fully understands that NJ TRANSIT forces will complete certain important aspects of the project (e.g. catenary wire relocations) and its full cooperation is required in order to properly coordinate this effort and make it successful.
- 4.12.7 Catenary Work: The catenary work performed by the Contractor will include constructing the overhead door modifications and structural steel catenary supports.

 NJ TRANSIT will disconnect and remove existing wires and insulators, and hang new wire with insulators and connect lines to power sources.
- 4.12.8 The Contractor shall include in its CPM Schedule all tasks to be performed by NJ TRANSIT, which either are required in order for the Contractor to perform a succeeding task or involve tasks that a Contractor needs to perform prior to a NJ TRANSIT task. In addition, the Contractor shall issue a written notice to the Construction Manager of any and all such interface tasks, at least 3 weeks in advance of the anticipated start dates of same. The Contractor shall adjust its project schedule and its work plans, at no additional cost to NJ TRANSIT, to address delays caused by NJ TRANSIT's forces failure to start, progress, or complete its work per the project schedule due to operational priorities.

SP 18 ARTS IN TRANSIT (4.13)

Delete Article 4.13 in its entirety.

SP 19 MOBILIZATION (5.1)

Supplement Sub-Article 5.1.1 by adding the following:

5.1.1.1 Contractor shall be responsible for maintaining existing Trapbag flood barriers during construction until the new flood protection measures have been installed. All costs for maintaining the Trapbags during construction and removal of the Trapbags upon completion of construction shall be included in the lump sum price bid for the item *MOBILIZATION* (*Bid Item No. C01-001-002.0*).

SP 20 CONSTRUCTION SIGN (5.3)

Supplement Article 5.3 by deleting the first sentence and adding the following:

Construction signs shall be provided that conform to the NJ TRANSIT Signage Standards Manual for the FTA Project Sign and the State Project Sign, types 7.1 and 7.1A. Refer to Special Provisions <u>EXHIBIT B.</u>

SP 21 CONSTRUCTION PROJECT SCHEDULE (6.2)

Modify Sub-Article 6.2.4 by inserting the following at the end of the first sentence:

for the first 90 work days of the Contract Duration. The Contractor shall then submit the Total Detailed Project Schedule no later than 45 days after the Notice to Proceed. The format, content and inter-relationship of the two documents shall be complementary and shall adhere to the requirements of Article 6.2. Once the total DPS logic and cost data are approved, by Construction Manager all monitoring and payments will be processed with the consolidated DPS.

SP 22 CONTRACT DRAWINGS AND SPECIFICATIONS (6.3)

Modify Sub-Article 6.3.1 as follows:

NJ TRANSIT will furnish the Contractor, free of charge, one reproducible and two full size print copies of Conformed Drawings in lieu of six print sets.

SP 23 GENERAL REQUIREMENTS FOR SUBMITTALS (6.4)

Add the following to Sub-Article 6.4.1:

Failure of the Contractor to certify said review of the submittal shall be sufficient reason to return the submittal to the Contractor without any action being taken. Time lost due to incomplete submittals by the Contractor shall not be accounted as part of the thirty (30) calendar days for review specified in General Provision 6.4.13.

SP 24 SHOP AND WORKING DRAWING SUBMITTALS (6.5)

Modify Sub-Article 6.5.1 as follows:

In the first sentence, change "five (5)" to "six (6)".

After the first sentence, insert the following:

For shop and working drawing submittals that involve systems and/or equipment that require the Engineer's review by several different engineering disciplines or architects, a reproducible and nine (9) legible copies shall be submitted.

Modify Sub-Article 6.5.2.1 as follows:

In the second sentence, delete the words "and three (3) copies".

In the third sentence, delete the words "a reproducible and five (5) copies" and substitute the words "the same number of copies stipulated in Sub-Article 6.5.1".

SP 25 AS-BUILT DRAWINGS AND SUBMITTALS (6.11)

Add the following to Sub-Article 6.11.1:

The Contractor's monthly requisitions will not be processed until the Construction Manager has reviewed the "Marked-Up Drawings" and updated transparencies in the Contractor's field office and determined that they are accurate and up to date.

SP 26 MATERIAL – WORKMANSHIP – LABOR (7.2)

Supplement Article 7.2.6 by adding the following:

7.2.6 The Project Superintendent shall be a competent, English-speaking individual employed full time and shall be present on the work site to direct and supervise the Work each and every workday that Work is being performed, from the start of the Work to the acceptance of the same. He shall be empowered by the Contractor to make binding decisions in a timely manner. He shall be an individual with a minimum of 10 years of supervisory experience on construction projects of a similar type and complexity. The Project Superintendent shall have a demonstrated record of successfully supervising at least three projects of similar type and complexity including direct applicable experience supervising/managing at least one construction project adjacent to or within the right-of-way of a heavy rail mass transit system or Class I railroad. NJ TRANSIT may consider client references submitted in support of the demonstrated record of the Project Superintendent.

Supplement Article 7.2 by adding the following new Sub-Article:

7.2.10 The Contractor assumes all responsibility and liability associated with ensuring that all workers in its employment or that of its subcontractors have the capacity to fully understand all oral and written training, instructions and commands in the English language that are given to them by NJ TRANSIT safety, security and supervisory personnel. The Contractor shall immediately remove and replace, if so directed by

NJ TRANSIT, all workmen who fail to strictly, completely and immediately comply with all NJ TRANSIT training, instructions and commands. The Office of Business Development's written consent is required for the removal and replacement of a Disadvantaged Business Enterprise (DBE) Workmen, Subcontractors, persons or organizations.

SP 27 INSPECTION OF WORK (7.3)

Supplement Article 7.3 by adding the following:

- 7.3.8 The Contractor shall be responsible to schedule regulatory and code enforcement inspections well in advance and make all reasonable accommodations necessary to facilitate said inspections to avoid delay in progressing or completing the Work. Furthermore, the Contractor shall realize that even scheduled inspections may be cancelled by the regulatory and code enforcement agencies without warning.
- 7.3.9 The Contractor shall not receive additional time or compensation for untimely responsiveness (delay) by a regulatory or code enforcement agency (such as the NJDEP or Soil Conservation Districts) unless said delay exceeds that which is normally and customarily experienced by others when interfacing with said agency or Districts, and can be demonstrated to have been in the critical path of the project schedule, at which point the Contractor will be granted additional time only for that portion of the delay that exceeds the response time ordinarily and typically experienced with the specific agency and Districts under similar circumstances. Under no circumstances will monetary compensation for such issues be provided.

SP 28 NEW JERSEY PREVAILING WAGE ACT (11.1)

Supplement Sub-Article 11.1.1 of the General Provisions for Construction by adding the following:

ATTACHMENT A: The State of New Jersey Prevailing Wage Determination For Hudson County, New Jersey (121 Pages)

SP 29 UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (11.3)

Supplement Article 11.3 "Utilization of Disadvantages Business Enterprises" of the General Provisions for Construction by adding the following:

11.3 To aid in meeting the commitment of its Disadvantaged Business Enterprise (DBE) Program, NJ TRANSIT has assigned a **Race Conscious 21%** DBE goal on the gross sum amount of the bid or contract for DBE subcontracting participation. All NJ Unified Certification Program (NJUCP) certified DBE firms, including suppliers, are eligible to participate in this contract.

NJ TRANSIT's DBE Program is accorded the same priority as compliance with all other legal obligations required by the USDOT. Contractors shall comply with the DBE Program requirements in the award and administration of NJ TRANSIT contracts. Failure by the Contractor to carry out these requirements shall constitute a breach of the contract, which may result in the termination of the contract or other such remedy, as NJ TRANSIT deems appropriate.

The Bidder shall refer to the DBE Requirements for Federally Funded Construction Contracts and Subcontracts included in the IFB (Attachment B) for the requirements concerning the DBE obligations and mandatory submissions for this contract. In accordance with those requirements, the Bidder shall identify all DBE and Non-DBE subcontractors and suppliers proposed to participate in or solicited for this contract. Bidders shall complete and submit the mandatory required forms (A, A1, A2, B and NJUCP DBE certificate/letter and D, if applicable) and any applicable supplemental forms (AA, AA1, AA2, BB) with their bids or within five (5) calendar days of the bid opening date. Bidders are strongly encouraged to submit these forms with the bid to prevent delay of award. These mandatory required forms shall be completed entirely with no blank fields. Failure to submit these mandatory forms within five calendar days shall result in a rejection of the bid as non-responsible. Any questions regarding the DBE requirements or the mandatory forms for this contract should be directed to:

Ms. Jacquelin Rush-Gilbert
Senior Contract Compliance Specialist
973-491-8061
Jrush-qilbert@nitransit.com

SP 30 SCOPE OF PAYMENT (12.1)

Supplement Sub-Article 12.1.4 of the General Provisions for Construction by adding the following:

Where provided for in the Special Provisions and/or bid price sheet, the costs for work to be paid by an **Allowance** shall be measured and paid in accordance with the order of priority of use set forth in Article 3.2.5 and the overhead and profit markups set forth in Table 3.2.10 of the General Provisions.

SP 31 EMPLOYEE PROTECTIONS - CONSTRUCTION ACTIVITIES (14.1)

Supplement Article 14.1 of the General Provisions for Construction by adding the following:

ATTACHMENT C: Federal General Wage Determination for Hudson County, New Jersey(8 Pages).

END OF SPECIAL PROVISIONS

CONTRACTOR TWO-WEEK WORK	EXHIBIT A SCHEDULE – I	PROJECTED SE	EQUENCE OF WORK

Exhibit A Two Week Look Ahead Track Outage Request

NJ Transit Contract No. 17-006X

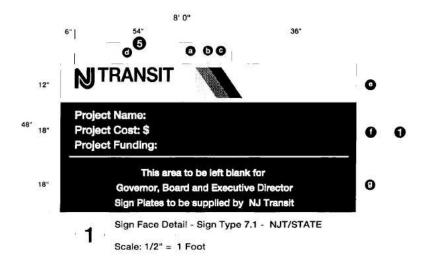
Wook of

*Weeks are Saturday thru Friday

*Outage requests need to be submitted on or before the Monday prior to needed outage.

Date	Day	Track#	Tir	me	Track	Limits					
			Start	End	From	To	OOS	Foul	ET	M/W	Work Description

EXHIBIT B – FTA Project Sign and the State Project Sign, Type 7.1 and Type 7.1A



Sign Type 7.1

Project Site Signs - NJT/STATE Sign Detail

General Specifications

Materials: 1- Panel: 3/4" thick marine grade

plywood

2- Posts: 4"x4" pressure treated wood

Colors

& Finishes: 1-Panel:

e- Header: White, painted

f- Message Panel: Black, painted g-Type: White, painted, or vinyl

5- NJ TRANSIT signature:

Chevron

a- Orange, silkscreened or vinyl b- Magenta, silkscreened or vinyl

c- Blue, silkscreened or vinyl

Symbol & logo

d- Black, silkscreened, painted

or vinyl.

Fabrication: •See Detail 1.7

Installation: •See Detail 3.2 (direct burial)

Copy: •Header:

Use NJ TRANSIT signature-obtain camera-ready artwork from NJ TRANSIT Passenger Facilities

Department

·Message Panel:

Helvetica Medium upper and lower

enen

Sign Type Specifications Temporary C-76

MTRANSIT Signage Standards Manual

1'4"

1'4"

1'4"

4"

1'4"

FEDERAL

PROJECT LOCATION:

STATE MATCHING FUNDS \$
TOTAL FUNDS \$

PROJECT NAME

Sign Type 7.1A

Project Site Signs - FTA Sign Detail

General Specifications

Materials: 1-Panel: 3/4" thick marine grade

2- Posts: 4"x4"Pressure Treated Wood

Colors

0

0

0

0

0

00

& Finishes: 1-Panel:

a- Header: Red, painted

b-Type: White, painted or vinyl c-Midsection: White, painted d-Type: Black, painted or vinyl e-Lowsection: Blue, painted f-Bottom: White, painted

Fabrication: •See Detail 1.7

Installation: •See Detail 3.2 (direct burial)

Copy: •Header:

Helvetica Medium italic upper case.

•Message Panel:

Helvetica Medium upper case.

Note: • Bottom Panel:

Panel to be installed with sign. Copy to be supplied by NJ Transit.

Sign Type Specifications

Temporary

TRANSIT ADMINISTRATION PROJECT

IMPROVEMENTS SPONSORED BY:
NJ TRANSIT AND
U.S. DEPARTMENT OF TRANSPORTATION

PROJECT No. N.J.

Sign Face Detail - Sign Type 7.1a - FTA

This area to be left blank for Governor, Board and Executive Director

Sign plates to be supplied by NJ Transit

Scale: 1/2" = 1 Foot

C-76A

1998

MMC ROC
Building Flood Control Project

Special Provisions March 2017 EXHIBIT C NJ TRANSIT RAIL HOT WORK PERMIT.

NJ TRANSIT RAIL HOT WORK PERMIT

DATE: / / TIME: : m	Hot Work Safety Checklist Permit shall NOT be issued until the following precautions have been taken. Check boxes as each item is completed.
Location:	Check Left Box = Yes / Right Box = N/A
Permit #	☐ ☐ Means other than Hot Work of moving to a
Work by: I NJ TRANSIT EMPLOYEE	safer location have been considered.
□ NJ TRANSIT CONTRACTOR	☐ ☐ Hot Work equipment in good repair.
□ Other	 Sprinklers operational, will NOT be taken out of service.
Print name of person performing Hot Work:	☐ ☐ No combustible fibers, dusts, vapors, gases, or liquids present. Tanks/equipment previously
Fire Watch Required: Yes No I understand the area in which hot work is performed shall be monitored for at least 30 minutes after completion of Hot Work.	containing such are purged. The absence of gases or vapors has been verified by a combustible gas detection instrument. Area will be continuously monitored if the possibility of a leak exists from nearby equipment, or tanks.
Fire Watch Signed:	☐ ☐ Hot Work will be confined to the area or equipment specified on this permit.
This job has been reviewed with the area supervisor and Hot Work has been determined to be the only method available to complete this job. (Required if job is in 'high hazard area') Area Supervisor Signed:	□ Surrounding floors have been swept clean, and if combustible, wet down where possible. □ Portable Fire Extinguisher or hose
	lines available and operational. Extinguisher/hose location:
Precautions listed have been taken, work area has been examined and the permit is authorized for this Hot Work. Issuing Individual Signed:	☐ ☐ All combustibles relocated 35 feet (further for elevated work) from operation including areas on both sides of walls if heat can be transferred to them through the work piece. Those unmovable are protected with metal guards or fire retardant tarpaulins.
To Report a Fire, Phone # :	☐ ☐ All walls, ceilings, or floors being worked on are of noncombustible construction
Or use Alarm box located at:	(including internally).
PERMIT EXPIRES:	 □ All floor and wall openings within 35 feet of the operation have been tightly covered. □ □ A fire watch has been assigned to watch
Time:m Date:/	for fires in work area, on floors above and below, on opposite side of walls. Watch shall
Maintain a copy in a conspicuous location within the work area during the Hot Work. Issuer shall complete and retain a copy.	continue through rest/lunch periods and at least one half hour after work has been completed, if required.
	□ □ Roadway Worker Protection provided.

ATTACHMENT A THE STATE OF NEW JERSEY PREVAILING WAGE DETERMINIATION FOR HUDSON COUNTY, NEW JERSEY (121 PAGES)

PREVAILING WAGE SCHEDULES FOR THIS PROJECT ARE NOT F HERE DUE TO SIZE	EPRINTED

ATTACHMENT B DBE REQUIREMENTS FOR RACE CONSCIOUS FEDERAL PROCUREMENT ACTIVITIES (48 PAGES)

Procurement Staff Checklist (for federal contracts)

Upon completion of the Required and/or Supplemental Forms packet(s), please be sure that the completed checklist and the forms listed below are included for each DBE subcontractor listed on the Form A and submitted to the Office of Business Development (OBD) for review.

Note: Failure to complete and submit the forms below will delay the OBD from issuing approval to move forward in the contract award process.

Required Forms

Form A - First Tier DBE Utilization
☐Form A1 - Bidder/Proposer Solicitation and Contractor Information
☐Form A2 - Non-DBE Sub Utilization
☐Form B - Intent to Perform as a DBE Sub
Form D - DBE Good Faith Effort Form
Trucking Commitment Agreement (if applicable)
Copy of NJUCP DBE and NAICS Code Certification
Supplemental Forms (if applicable)
Supplemental Forms (if applicable) Form AA - Second Tier DBE Utilization
Form AA - Second Tier DBE Utilization Form AA1 - Second Tier Bidder/Proposer Solicitation and
Form AA - Second Tier DBE Utilization Form AA1 - Second Tier Bidder/Proposer Solicitation and Contractor Information
☐ Form AA - Second Tier DBE Utilization ☐ Form AA1 - Second Tier Bidder/Proposer Solicitation and Contractor Information ☐ Form AA2 - Second Tier Non-DBE Sub Utilization

Chris Christie, Governor Kim Guadagno, Lieutenant Governor Jamie Fox, Board Chairman Veronique Hakim, Executive Director



NJ TRANSIT'S DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM POLICY STATEMENT

TO ALL NJ TRANSIT EMPLOYEES AND THE CONTRACTING COMMUNITY:

The NEW JERSEY TRANSIT CORPORATION (NJ TRANSIT) administers its Disadvantaged Business Enterprise (DBE) Program in accordance with the U.S. Department of Transportation (USDOT) regulation 49 CFR Part 26, and hereby reaffirms and formalizes its commitment to the DBE Program, and it's objective: to create a "level playing field" in NJ TRANSIT's procurement activities.

As a major provider of public transportation with thousands of employees who have extensive daily contact with the public, NJ TRASNIT recognizes its responsibility to the community that it serves. It is the policy and commitment of NJ TRANSIT not to discriminate based on race, color, national origin, or sex in the award and performance of any NJ TRANSIT contract or in the administration of its DBE Program. It is also the policy of NJ TRANSIT to ensure that DBE's have a fair opportunity to be informed about, compete for, and participate in USDOT-assisted contracts.

In keeping with this commitment and this agency's obligations under 49 CFR Part 26, NJ TRANSIT will make every effort to achieve the following objectives:

- Ensure that only firms that fully meet eligibility standards of 49 CFR Part 26 are permitted to participate as DBE's on NJ TRANSIT contracts.
- Remove barriers that may prevent some DBE's from being able to participate on NJ TRANSIT contracts; and,
- Support the development of DBE firms, so they can compete successfully in the marketplace outside of the DBE Program.

Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations required by the USDOT. Contractors/Consultants shall comply with the DBE Program requirements in the award and administration of NJ TRANSIT contracts. Failure by the contractor/consultant to carry out these requirements shall constitute a breach of the contract, which could result in the termination of the contract or other such remedy, as NJ TRANSIT deems appropriate.

The VP of the Office of Civil Rights & Diversity Programs is the Disadvantaged Business Enterprise Liaison Officer (DBELO) for NJ TRANSIT and is responsible for implementing all aspects of NJ TRANSIT's DBE program and ensuring appropriate DBE participation in NJ TRANSIT's procurement activities.

NJ TRANSIT's Board of Directors is committed to the DBE Program. All Assistant Executive Directors, General Managers, Chiefs, and their staff, and DBE and non-DBE business communities that participate in USDOT-assisted contracts all share in the responsibility for making NJ TRANSIT's DBE Program a success. This policy is disseminated to all tiers of our organization, and to the DBE and non-DBE business communities that participate in our USDOT-assisted contracts.

Date: Oct 1, 2014

Veronique Hakim Executive Director Chris Christie, Governor Kim Guadagne, Lieutenant Governor Joseph D. Bertoni, Acting Board Chairman Veronique Hakim, Executive Director



ANNOUNCEMENT CHANGE IN POLICY (PROOF OF DBE CERTIFICATION)

TO ALL EMPLOYEES AND CONTRACTING COMMUNITY

Effective September 1, 2014, the New Jersey Unified Certification Program (NJUCP) partners will no longer issue certificates as proof of DBE certification. The certifying partners (NJDOT, PANY/NJ and NJT) will continue to issue certification letters to firms, which include the North American Industry Classification System (NAICS) codes assigned to the firm based on the business activities or services it renders. The DBE firm should retain the letter as proof of DBE certification. Bidders shall request this letter from the DBE firm(s) and submit with all other required documents in the Bid or Proposal.

If you have any questions pertaining to this change please contact Ms. Lisa-Marie Codrington, Director of Contract Compliance at (973) 491-8941 or Mr. L. A. Hernández, Manager, Certification and Outreach at (973) 491-7530.

NEW JERSEY TRANSIT CORPORATION
DBE REQUIREMENTS FOR
RACE-CONSCIOUS
FEDERAL PROCUREMENT ACTIVITIES

TABLE OF CONTENTS

TITLE	OF ARTICLE	PAGE
1.1	POLICY	. 2
1.2	ASSURANCE	
1.3	DBE GOAL FOR THIS PROJECT	
1.4	GUIDANCE TO BIDDER/PROPOSERS/PRIMES	
1.5	TRANSIT VEHICLE MANUFACTURERS (TVM)	
1.6	RESPONSIBLE BID/PROPOSAL CRITERIA	
2.0	GUIDANCE ON A GOOD FAITH	
2.2	A GOOD FAITH EFFORT	
2.3	REQUIRED FORMS	. 6
2,4	SUPPLEMENTAL REQUIRED FORMS (IF APPLICABLE)	
2.5	INSTRUCTIONS FOR COMPLETING REQUIRED FORMS	
2.6	INSTRUCTIONS FOR COMPLETING SUPPLEMENTAL REQUIRED FORMS	
3.0	GUIDANCE ON COUNTING DBE PARTICIPATION	10-11
3.2	COUNTING DBE PARTICIPATION	. 11
3.3	DBE PRIME CONTRACTOR GUIDANCE	. 11
3.4	DBE TRUCKING FIRM GUIDANCE	11
3.5	LEASING TRUCKS	. 12
3.6	COUNTING MATERIALS AND SUPPLIES	12
4.0	TERMINATION OF DBE(s)	. 13
4.2	ADDITION OF DBE(s)	. 13
4.3	REPLACEMENT OR REMOVAL OF DBE(s)	
4.4	WITHDRAWN DBE(s)	14
4.5	DECERTIFIED DBE(s)	14-15
5.0	AWARD OBLIGATIONS	15
5.2	POST AWARD DELIVERABLES	15-16
5.3	PROMPT PAYMENT OF INVOICES TO SUBCONTRACTORS	16
5.4	SUBCONTRACT PAYMENT DISPUTE RESOLUTION	16-17
5.5	PROMPT PAYMENT OF SUBCONTRACTOR RETAINAGE	17
5.6	AUDIT AND SANCTIONS	17-18
5.7	LIQUIDATED DAMAGES	. 18
APPEN	DIX 1 (GLOSSARY)	19-20

NEW JERSEY TRANSIT CORPORATION DBE REQUIREMENTS FOR RACE-CONSCIOUS FEDERAL PROCUREMENT ACTIVITIES

The following pages provide Bidders/Proposers/Primes on federal contracts with New Jersey Transit (NJT), information about NJT's Disadvantaged Business Enterprise (DBE) Program, administered by the Office of Business Development (OBD). Prospective Bidders/Proposers/Primes will have an opportunity to ask questions regarding the directives contained in the DBE specifications at the pre-bid/pre-proposal conference(s). Further clarification of the DBE specifications, along with assistance in completing the forms, can be obtained by calling (973) 491-7593.

A list of certified DBE firms may be found in the NJ Unified Certification Program (NJUCP) Directory at www.njucp.net. Note: Use of this list does not relieve the Bidder/Proposer/Prime contractor/consultant of responsibility to seek DBE participation from other sources. The list is updated daily and must be checked periodically, as firms are certified and decertified daily.

These DBE specifications are a part of the Contract and shall be binding upon the successful Bidder/Proposer and Prime in the pre and post-award stages of NJT professional services, construction, and goods and services contracts. These specifications shall be binding upon sub-recipients and imposed on their contractors.

1.1 POLICY

As defined in the U.S. Department of Transportation (USDOT) Regulation 49 CFR Part 26, it is the policy of NJT that Disadvantaged Business Enterprises shall have the opportunity to compete for and participate in the performance of contracts financed in whole or in part with federal funds. Each subcontract a Prime signs with a subcontractor/subconsultant must include the following assurance referenced in article 1.2.

1.2 ASSURANCE

- 1.2.1 The Prime contractor/consultant, or subcontractor/subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Prime contractor/consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor/consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate (49 CFR 26.13).
- 1.2.2 This language is included to comply with relevant Federal law and to ensure that all persons who enter into any direct or indirect form of contractual agreement with NJT are aware of their responsibilities and the commitment of NJT to see that NJT's DBE Policy is carried out in all instances.

1.3 DBE GOAL FOR THIS PROJECT

As an aid in meeting the commitment of its DBE Program, NJT is setting a *race conscious* goal of awarding 21% percent of the gross sum bid/proposal to certified NJUCP DBE firms. Should the actual contract amount increase or decrease, through approved change order(s), the assigned goal may remain. The OBD will determine if the change orders and/or contract phases will result in an adjustment to the DBE participation goal.

1.4 GUIDANCE TO BIDDER/PROPOSERS/PRIMES

- 1.4.1 Fallure by a Bidder/Proposer/Prime to comply with any of the requirements contained herein shall result in breach of contract and it shall be subject to the appropriate penalties, remedies, or liquidated damage(s). Refer to articles 5.6-5.7
- 1.4.2 All required forms, including the supplemental section (see articles 2.3-2.4) must be submitted in accordance with the requirements. Firms must be certified under the NJUCP at the time of contract award in order to obtain DBE credit toward the goal.
- 1.4.3 Price alone is not an acceptable basis for rejecting a DBE subcontractor/subconsultant's bid.
- 1.4.4 The Bidder/Proposer/Prime shall, at a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors/subconsultants. However, the Bidder/Proposer/Prime may be required to expand its search under specific circumstances as determined by OBD. Refer to article 2.0
- 1.4.5 Agreements between a Bidder/Proposer/Prime and a DBE in which the DBE promises not to provide subcontracting quotations to other Bidder/Proposers are prohibited.
- 1.4.6 The desire of a Bidder/Proposer/Prime to self-perform the work of a contract with its own organization is not an acceptable basis to not meet the goal or demonstrate a good faith effort to do so.
- 1.4.7 The Bidder/Proposer/Prime is responsible for verifying that the DBE is certified under the appropriate NAICS code for the scope of work identified. DBE credit shall be given only for work performed in the NAICS code(s) under which the DBE is certified.
- 1.4.8 A DBE firm listed on the First-Tier DBE Utilization Form (Form A) shall constitute a binding representation to NJT, by the Bidder/Proposer/Prime, that the DBE firm is qualified, available, and certified under the appropriate and required NAICS code to perform the scope of work identified. Refer to article 2.5a

1.5 TRANSIT VEHICLE MANUFACTURERS (TVM)

- 1.5.1 As a transit vehicle manufacturer, you must establish and submit for FTA's approval an annual overall DBE percentage goal. A TVM must certify that it submitted the annual DBE goal required by 49 CFR 26.49 and FTA has approved it or not disapproved it.
- (a) As a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, the Bidder/Proposer must complete and submit the TVM Certification form with the bid/proposal certifying that it has complied with the requirements of 49 CFR 26.49.
- 1.5.2 NJT may, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit

vehicles in lieu of complying with the procedures of this section.

1.6 RESPONSIBLE BID/PROPOSAL CRITERIA

- 1.6.1 As a matter of responsibility, the two lowest Bidders or two highest ranked Proposers must submit the required forms, including the supplemental section (if applicable), with the bid/proposal or within seven (7) days after the bid opening or proposal due date. NJT may grant a formal written request to extend this 7-day requirement at its sole discretion on a case-by-case basis.
- 1.6.2 Failure to satisfactorily complete or submit all required forms when due may result in determination by NJT that the Bidder/Proposer is <u>non-responsible</u> and may cause rejection of the bid or proposal.
- 1.6.3 If the two lowest Bidders/highest ranked Proposers submit the DBE forms, but fail to meet the DBE goal, the OBD will consider the efforts made to determine if a Bidder/Proposer/Prime has in fact, demonstrated a good faith effort. See article 2.0
- 1.6.4 If it is determined that efforts were made to include DBE participation on the contract, however these efforts did not result in meeting the goal, NJT may request that additional efforts be made within 10 business days of the request. If at this time the Bidder/Proposer falls to demonstrate a good faith effort to achieve the goal, NJT shall consider awarding the contract to the next lowest bidder or highest ranked proposer who offers a reasonable price and meets the DBE goal or demonstrates a good faith effort and other bid requirements or requirements of 49 CFR Part 26.

2. GUIDANCE ON A GOOD FAITH EFFORT

- 2.1 To demonstrate a good faith effort to meet the DBE goal, a Bidder/Proposer/Prime shall provide written documentation in addition to Form D (article 2.3e), of the steps it has taken, prior to the bid opening/proposal due date, or during the life of the contract to obtain DBE participation. The Bidder/Proposer/Prime can meet this requirement in either of two ways:
 - (1) The Bidder/ Proposer/Prime can meet the goal.
 - (2) The Bidder/Proposer/Prime shall exhaust the available options referenced in article 2.2 in making a continuous good faith effort to meet the assigned contract goal for the life of the contract.
- (a) The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.
- (b) In determining a good faith effort, the OBD will consider the <u>quality</u>, <u>quantity</u>, and <u>intensity</u> of the different kinds of efforts that the Bidder/Proposer/Prime has made. Mere *pro forma* efforts will not be considered as demonstration of good faith effort to meet the DBE contract requirements.
- The Bidder/Proposer/Prime shall use good business judgment and consider a number of factors in negotiating with subcontractors/subconsultants, including DBE subcontractors/ subconsultants, and should take a firm's price and capabilities as well as contract goals into consideration. The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's/Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable as determined by NJT. Primes are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

DBE Requirements for Federal Procurement Activities [rev Sept 15, 2010]
4 of 20

- (d) The Bidder/Proposer/Prime's ability or desire to perform the work of a contract with its own organization (self-performance) does not relieve the Bidder/Proposer/Prime of the responsibility to meet the goal or demonstrate a good faith effort.
- (e) The Bidder/Proposer/Prime shall <u>not reject</u> DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder/Proposer/Prime's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder/Proposer/Prime's efforts to meet the assigned project goal.
- (f) The OBD will support the Bidder/Proposer/Prime in indentifying ways to meet the assigned contract goal.

2.2 A GOOD FAITH EFFORT

The following is a list of actions that NJT will consider as evidence of a Bidder/Proposer/Prime's good faith effort to obtain DBE participation. While exhausting the available options in this list may count as a good faith effort, this list is not intended to be a mandatory checklist, nor is this list intended to be exclusive or exhaustive of all the efforts a Bidder/Proposer/Prime might make to achieve the assigned DBE goal. NJT may require a Bidder/Proposer/Prime to take action above and beyond those listed below to meet the assigned DBE goal.

- (a) The Bidder/Proposer/Prime shall solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capacity to perform the work of the contract.
 - (1) The Bidder/Proposer/Prime must solicit this interest within sufficient time to allow the DBE to respond to the solicitation.
 - (2) The Bidder/Proposer/Prime must take appropriate steps to follow up on initial solicitations in order to determine with certainty if the DBE firms are interested.
- (b) The Bidder/Proposer/Prime shall select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Prime might otherwise prefer to perform these work items with its own forces.
- (c) The Bidder/Proposer/Prime shall provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (d) The Bidder/Proposer/Prime shall negotiate with a DBE(s) with the intent to enter into a contract. It is the Bidder/Proposer's responsibility to make a portion of the work available to DBE subcontractors/subconsultants and suppliers and to select those portions of the work or material needs consistent with the available DBE Primes and suppliers, so as to facilitate DBE participation.
 - (1) <u>Evidence of such negotiation includes:</u> the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- (e) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining bonding, lines of credit, or

- insurance as required by NJT or the Prime contractor.
- (f) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (g) The Bidder/Proposer/Prime shall effectively use the services of available minority/women community organizations; minority/women Prime contractors groups; local, State and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

2.3 REQUIRED FORMS

- (a) Form A First Tier DBE Utilization: Lists all First Tier DBE firms scheduled to participate on this contract.
- (b) Form A1 Bidder/Proposer Solicitation and Contractor Information: Lists all DBE and Non-DBE sub contractor/subconsultants, including suppliers, solicited for, and participating on this contract.
- (c) <u>Form A2- Non-DBE Sub Utilization</u>: Lists all DBE and Non-DBE subcontractors/ subconsultants, including suppliers, participating on this contract.
- (d) Form B Intent to Perform as a DBE Sub: Identifies the work the 1st Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) <u>DBE Good Faith Effort Form (if applicable):</u> Identifies any DBE subcontractor invited to quote, but declined to do so for any reason.
- (f) <u>Trucking Commitment Agreement (if applicable):</u> Identifies all trucking firms (DBE and Non-DBE) participating on this contract, at any tier.
- (g) NJ UCP DBE Certification & NAICS Code Verification: Confirms the DBE status and NAICS code(s) of each First Tier DBE subcontractor/subconsultant.
- (h) *Form E Contractor's Monthly DBE Payment Report & Payment Certification Voucher (Post-Award): Records monthly payments <u>issued</u> to each DBE subcontractor/subconsultant/supplier and monthly payments issued by NJ TRANSIT to the Prime. Certifies that DBE subs have been paid for previous month's invoices.
- (i) Form E2-DBE's Monthly Payment Report (Post-Award): Records monthly invoices submitted by the DBE, payments owed to the DBE on past due invoices and payments received from the prime by each DBE subcontractor/subconsultant.
- (j) <u>Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only):</u> Records monthly payments <u>issued</u> to each DBE Prime by NJ TRANSIT to.

*This form is due from the Prime in each month following the notice to proceed issued by NJ TRANSIT. Refer to article 5.2.4

2.4 SUPPLEMENTAL REQUIRED FORMS (IF APPLICABLE)

(a) Form AA - Second Tier DBE Utilization: Lists all Second Tier DBE firms scheduled to participate on the

DBE sub-Prime's contract.

- (b) Form AA1 Second Tier Bidder/Proposer Solicitation and Contractor Information: Lists all Second Tier DBE firms participating on this contract as indicated on Form AA and Form AA2.
- (c) Form AA2- Second Tier Non-DBE Sub Utilization: Lists all DBE and Non-DBE firms including suppliers participating on the DBE sub-Prime's contract.
- (d) Form BB Intent to Perform as a Second Tier DBE Sub: Identifies the work the 2nd Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) NJ UCP DBE Certification & NAICS Code Verification: Confirms the DBE status and NAICS code(s) of each Second Tier DBE subcontractor/subconsultant.

2.5 INSTRUCTIONS FOR COMPLETING REQUIRED FORMS (see glossary for definition of terms)

(a) Form A - First Tier DBE Utilization:

Form A is a formal agreement between the Bidder/Proposer and the DBE(s). Replacement/removal of DBE subcontractors/subconsultants/supplier identified on Form A is prohibited after the bid or proposal is submitted to NJT. **Refer to article 4.3**. A DBE Bidder/Proposer, which lists itself on Form A, is committed to performing the work indicated with its own personnel.

DBEs performing as second tier sub(s) to a non-DBE sub Prime should be listed with the name of the non-DBE sub Prime's firm name in parenthesis next to the DBE sub's name. {Ex: DBE Electric Co. (Prime Contractor, Inc.)}

- (1) A first Tier DBE is required to perform at least 51% of its subcontract value with its own forces. Bidders/Proposers/Primes will not receive any credit for DBEs performing less than 51% and therefore must not be listed on this form.
- (2) For DBE suppliers, identify all manufacturers, regular dealers, and brokers. If a DBE supplier is a manufacturer, indicate the full value of its subcontract. If a DBE supplier is a regular dealer, show its total contract value multiplied by 60% (Ex. \$100K x 60%= \$60K). If a DBE supplier is neither a manufacturer nor a dealer, indicate the fee/commission only, not the cost of materials or supplies. See article 3.0 for direction on determining credit toward the goal.
- (3) A detailed scope of work must be provided; one-word descriptions are not acceptable. (Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

(b) Form A1 - Bidder/Proposer/Prime Solicitation and Contractor Information:

The Bidder/Proposer must complete and submit page one (1). The DBE and non-DBE subcontractors/subconsultants, including suppliers, solicited for, participating on, or expressed interest in this contract must complete page two (2).

(c) Form A2- Non-DBE Sub Utilization:

Bidders/Proposers are required to report and submit all dollars committed to non-DBE subcontractors/subconsultants/suppliers. The non-DBE portion of work is <u>not</u> counted toward the assigned DBE goal. See article 3.0

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

(d) Form B - Intent to Perform as a First Tier DBE Sub:

Each DBE subcontractor/subconsultant/supplier listed on Form A must complete and sign Form B. Note: <u>The Bidder/Proposer/Prime is prohibited from completing any portion of the form and from directing DBE(s) to sign a blank form.</u>

- (1) The Bidder/Proposer/Prime must provide interested DBEs with a copy of appropriate plans, specifications, and requirements of the contract in a timely manner to allow the DBE to prepare an appropriate price quote and submit on time.
- (2) First Tier DBEs must perform at least 51% of the total dollar value of its subcontract, with its own forces. The firm must indicate the percentage of the total portion of work to be subcontracted to DBE and non-DBE firms. The non-DBE percentage of work is not counted toward the assigned goal.
- (3) The OBD encourages DBE-to-DBE subcontracting in order to preserve DBE participation credit. See article 3.0
- (4) The DBE must provide a detailed scope of work; <u>one-word descriptions are not acceptable</u>. Descriptions should include: *type of services provided, total number of units, price per unit, total cost, etc.*

(e) <u>DBE Good Faith Effort: (If Applicable)</u>

Form D applies to any Bidder/Proposer/Prime who failed to meet the assigned DBE goal. This form will assist the Bidder/Proposer/Prime in demonstrating a good faith effort.

If the DBE(s) solicited declines to sign this form, the completed form should be submitted with the Bidder/Proposer's signature only and the OBD will verify the information provided with the firm. Refer to articles 2.0-2.2 for guidance.

(f) Trucking Commitment Agreement: (If Applicable)

DBEs must provide information for all DBE and non-DBE trucking firms it will lease from or subcontract to. Subcontracting to a non-DBE trucker means that the non-DBE will perform a portion of the DBE firm's subcontract. Refer to article 3.4

The following documents must be attached for all trucks owned: copy of title(s)/finance agreement(s), registration card(s), insurance card(s), apportioned cab card(s) and/or hazardous material license(s) if applicable. A copy of the title or finance agreement is the only acceptable proof of ownership.

The following documents must be attached for all trucks leased: copy of lease agreement(s) established between both firms, title(s), registration card(s), insurance card(s), lease agreement(s), apportioned cab card(s) and/or hazardous material license(s) if applicable.

(g) NJ UCP DBE Certification and NAICS Code Verification:

All DBEs listed on Form A must be certified at the time of contract award. It is the Bidder/ Proposer's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will not be given for any work to be performed without the appropriate NAICS code. Status can be verified through www.niucp.net and www.census.gov/eos/www/naics/.

(h) Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher:

Beginning the month following the contract's notice to proceed, the Prime must report monthly payment activity for each DBE subcontractor/subconsultant/supplier; certifies each DBE sub has been paid any amounts due from previous or current progress payments paid to the Prime, (article 5.2.4)

All invoices 30 days past due from NJT must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

(i) Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only)

Beginning the subsequent month following the contract's execution date, the DBE Prime must report its monthly payments received by NJT. Refer to article 5.2.5.

All invoices 30 days past due from NJT must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

(j) Form E2 - DBE's Monthly Payment Report:

The Prime must provide a copy of the Form E2 to each DBE subcontractor/subconsultant/ supplier(s). Beginning the subsequent month following the DBE's execution date, the DBE firm must report its monthly payment activity.

This report is due even if there is no payment activity. This form must be completed and submitted by the DBE only to the OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

All invoices 30 days past due must be listed in the appropriate field. Identify concerns or issues in the comments section to be addressed by the OBD. (Refer to article 5.2.6)

2.6 INSTRUCTIONS FOR COMPLETING SUPPLEMENTAL REQUIRED FORMS:

(a) <u>Form AA – Second Tier DBE Utilization:</u> The Second Tier DBE must perform 100% of its subcontract with its own forces. A formal request to waive this requirement may be granted, solely at the discretion of the OBD;

however, approval is required.

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

(b) Form AA1 – Second Tier Bidder/Proposer Solicitation and Contractor Information:

The DBE sub-Prime must submit and complete page one (1). Second Tier DBE(s) solicited for and participating on this contract must complete page two (2).

(c) Form AA2- Second Tier Non-DBE Subcontractor Utilization:

DBE sub-Primes are required to report and submit all dollars committed to non-DBEs. The non-DBE portion of work is not counted toward DBE participation credit. Refer to article 3.0

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

(d) Form BB - Intent to Perform as a Second Tier DBE Subcontractor:

Each DBE firm listed on Form AA, must complete, and sign. Only Second Tier DBE(s) must complete and sign this form.

The Second Tier DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: type of services provided, total number of units, price per unit, total cost, etc

(e) NJ UCP DBE Certification & NAICS Code Verification:

All DBEs listed on Form AA must be certified at the time of contract award. It is the Bidder/Proposer/Prime's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will <u>not</u> be given for any work to be performed without the appropriate NAICS code. Status can be verified through <u>www.nicup.net</u> and <u>www.census.gov/eos/www/naics/</u>.

3.0 GUIDANCE ON COUNTING DBE PARTICIPATION

- 3.1 If a firm is not currently certified as a DBE in accordance with 49 CFR part 26 at the time of the execution of the contract, the firm's participation will not count toward the DBE goal.
- 3.1.1 A DBE performing less than 51% of its subcontract will not count toward the assigned goal and should not be listed on any forms.
- 3.1.2 When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBEs subcontractor/subconsultant is a DBE.
- (a) Work that a DBE subcontracts to a <u>non-DBE firm does not count</u> toward the DBE contract goal.
- (b) When a DBE performs as a participant in a joint venture with a Non-DBE, count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) A DBE performs a *commercially useful function* when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved.

A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

3.2 COUNTING DBE PARTICIPATION

- 3.2.1 When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted toward DBE goals.
- The entire amount of that portion of a contract that is performed by the DBE's own forces is counted. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, as well as supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor/subconsultant purchases or leases from the Prime contractor or its affiliate).
- 3.2.2 The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, is counted toward DBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services by a DBE.

3.3 DBE PRIME CONTRACTOR GUIDANCE

- 3.3.1 If a <u>DBE Prime</u>, expenditures are counted toward DBE goals only if the DBE is performing a commercially useful function on that contract.
- 3.3.2 A DBE Prime must perform or be responsible at least 30% of the total cost of its contract with its own workforce.
- 3.3.3 If a DBE Prime does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce or subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, NJT will consider that it is not performing a commercially useful function and the DBE Prime shall be in breach of the contract and subject to the appropriate remedies and penalties. Refer to Articles 5.6-5.7

3.4 DBE TRUCKING FIRMS GUIDANCE

- 3.4.1 A DBE trucking firm is performing a commercially useful function if:
- (a) The DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there is not a contrived arrangement for the purpose of meeting DBE goals.
- (b) The DBE itself <u>owns and operates at least one</u> fully licensed, insured, and operational truck to be used on the contract.
- 3.4.2 The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

3.5 LEASING TRUCKS

- 3.5.1 Leased trucks must display the name and identification number of the DBE.
- 3.5.2 The DBE may lease trucks from another DBE firm, including an owner-operator that is certified as a DBE.
 The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- 3.5.3 The DBE may also lease trucks from a non-DBE firm, including an owner-operator.
- (a) The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- 3.5.4 For the purposes of this section (Leasing), a lease must indicate that the DBE has exclusive use of and control over the truck.
- (a) This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.

3.6 COUNTING MATERIALS AND SUPPLIES

- 3.6.1 Expenditures with DBEs for materials or supplies are counted toward DBE goals as provided in the following:
- (a) If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies are counted toward DBE goals.
 - For purposes of this paragraph 3.6.1(a), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (b) If the materials or supplies are purchased from a DBE regular dealer, sixty percent (60%) of the cost of the materials or supplies is counted toward DBE goals.
 - (1) For purposes of this paragraph 3.6.1(b), a <u>regular dealer</u> is a firm that owns, operates, maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - (2) The firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - (3) A person may be a <u>regular dealer</u> in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 - (4) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph 3.6.1(b).
- (c) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, only the entire amount of fees or commissions charged for assistance in the procurement of the

materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, is counted toward DBE goals, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar service. However, any portion of the cost of the materials and supplies themselves do not count toward DBE goals.

4.0 TERMINATION OF DBE(s)

4.1 The Bldder/Proposer/Prime shall not terminate for convenience, or any other reason, and then perform the work of the terminated subcontractor/subconsultant with its own forces 9self-perform) or those of an affiliate without NJT's prior written consent. Refer to Article 4.3.

Submission of all REQUIRED FORMS is mandatory for the following Articles 4.2 through 4.5

4.2 ADDITION OF DBE(s)

- 4.2.1 Should the Bidder/Proposer/Prime wish to add a DBE not listed on Form A, a written request for the addition of a DBE(s) must be submitted by the Bidder/Proposer/Prime.
- 4.2.2 The Bidder/Proposer/Prime must receive written approval of the OBD <u>prior to</u> the addition of the DBE subcontractor/subconsultant in order for the addition to be credited toward the goal.

4.3 REPLACEMENT OR REMOVAL OF DBE(s)

- 4.3.1 When a Prime is considering replacing or removing a DBE due to performance issues, the OBD must be contacted as soon as possible.
- 4.3.2 Request for DBE replacement or removal may be made under the following conditions:
 - 1) The DBE materially fails to successfully perform the contract tasks.
 - 2) Under unusual situations referenced in article 4.3.8.
- 4.3.3 A written request for replacement or removal of a DBE(s) listed on Form A, must be submitted by the Bidder/Proposer/Prime to the OBD with complete justification for the request. The process to follow such requests is as follows:
- (a) Written communications (over a period) from the Prime and/or NJT's PM/CM team to the DBE, notifying the DBE of its poor performance must be provided to the OBD.
- (b) The OBD will arrange a meeting with the DBE, the Prime, and a representative from Procurement and project management to discuss the specifics of the performance issue.
- (c) The DBE must provide a written plan identifying the efforts it will make to correct the deficiencies.
- (d) The Prime must provide the DBE with a minimum of 30 calendar days from acceptance of its plan to improve its performance. Throughout the 30-day window, the Prime and/or NJT PM/CM team must provide written communication to the DBE of any additional/continued performance issues, with a copy to the OBD.
- 4.3.4 The Bidder/Proposer/Prime must receive written approval of the OBD <u>prior to</u> replacement or removal of the DBE subcontractor/subconsultant can be made, <u>regardless of the reason for the replacement or removal</u>.
- 4.3.5 If the OBD issues written approval for the removal of a DBE(s), NJT will require a Bidder/Proposer/Prime to continue to demonstrate a good faith effort to replace the removed DBE to the extent needed to meet the contract

DBE Requirements for Federal Procurement Activities [rev Sept 15, 2010] 13 of 20

goal established by NJT for the procurement.

These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.

- 4.3.6 Failure to obtain approval from the OBD prior to replacing or removing a DBE shall result in the Bidder/Proposer/Prime being found in breach of the contract and subject to the appropriate remedies, audits and penalties. Articles 5,6-5,7
- 4.3.7 If NJT finds that the Bidder/Proposer/Prime upon submission of its bid/proposal committed itself to the goal in good faith, the Bidder/Proposer/Prime may, in "unusual situations", be permitted to substitute a DBE subcontractor(s)/subconsultant(s).
- 4.3.8 The term "unusual situations", includes, but is not limited to, the following circumstances:
- Failure to qualify as a DBE, or maintain DBE certification status. (a)
- Death or physical disability of a key individual. (b)
- (c) Dissolution, if a corporation or partnership.
- (d) Bankruptcy of the subcontractor/subconsultant, subject to applicable bankruptcy law, and only in instances where the bankruptcy affects the subcontractor/subconsultant's ability to perform.
- Inability to obtain, or loss of, a license necessary for the performance of the particular category of work. (e)
- Failure or inability to comply with a requirement of law applicable to Primes or, **(f)** subcontractors/subconsultants.

4.4 WITHDRAWN DBE(s)

- 4.4.1 When a DBE is unable to complete a subcontract (withdraws), for any reason, NJT will require a Bidder/Proposer/Prime to make a good faith effort to replace a withdrawn DBE at least to the extent needed to ensure that the Prime contractor is able to meet the contract goal established by NJT for the procurement. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.
- 4.4.2 The Bldder/Proposer/Prime is required to make a good faith effort to seek other DBE subcontractors/subconsultants in substitution of the original DBE. The good faith efforts described in article 2 are required in finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement.

4.5 DECERTIFIED DBE(S)

- 4.5.1 If the Prime has reason to doubt that a proposed DBE is still eligible due to change in ownership, management, or size, the Prime shall, within 10 days of learning this information, notify NJT of that fact in writing.
- 4.5.2 If the subcontract has not been executed before the DBE's ineligibility occurs, the Prime will not receive credit toward the contract goal for the ineligible DBE. The Prime may continue to use the ineligible DBE, however, DBE participation credit will not be granted.
- To the extent necessary to meet the assigned contract goal, the Prime will make a good faith effort to replace (a) the ineligible DBE within 10 days after notification by the OBD. The OBD will support the Prime in its efforts to replace with an eligible DBE firm in order to meet the contract goal.

DBE Requirements for Federal Procurement Activities [rev Sept 15, 2010]

- 4.5.3 If the contract has been executed before the firm has been notified of its ineligibility, the Prime may continue to use the firm on the contract and receive credit toward its DBE goal for the duration of that particular phase of or option in the contract. This may not apply to future phases or options, which will be handled on a case-by-case basis at the sole discretion of the OBD.
- 4.5.4 Exception: If the DBEs ineligibility is caused solely by its having exceeded the size standard during the performance of the contract the Prime may continue to count its participation on that contract only toward the contract goals. This may not apply to future phases or options and will be subject to determination by the OBD.

5.0 AWARD OBLIGATIONS

- 5.1 The Prime must designate a DBE Liaison Officer. The liaison officer will be responsible to NJT regarding DBE subcontract matters.
- 5.1.1 If at any point during the contract's life, the Prime's DBE participation falls below the assigned goal, the Prime must identify additional work or new work items for which it will subcontract to DBEs to the extent necessary to meet the assigned goal. Any new scope of work issued to the Prime shall still be subject to the assigned goal.
- 5.1.2 The OBD will support the Prime in Identifying current/future opportunities in the contract to meet the assigned contract goal.
- 5.1.3 Should the Prime seek a change that addresses the DBE's performance, or affects the work scope and/or compensation, the OBD must be notified, prior to implementation, for its review and approval of the changes as soon as possible. No change will be allowed without <u>prior review and approval</u> by the OBD. Failure to notify the office and obtain approval prior to a change shall result in breach of the contract and may be subject to the appropriate remedies, audits, and penalties.
- 5.1.4 Whenever NJT issues project change orders the goal may still apply; the OBD will determine if increased DBE participation will be required.
- 5.1.5 To ensure that all obligations under subcontracts awarded to DBEs are met NJT shall review the Prime's DBE involvement efforts during the performance of the contract.

5.2 POST AWARD DELIVERABLES

- 5.2.1 After the execution of a contract with NJT, signed copies of subcontractor/subconsultant agreements between the Prime and DBE subcontractors must be submitted to the OBD no later than 10 business days after the <u>Prime's contract execution date</u>. The agreement between the Prime and DBE subcontractor shall remain firm for the duration of the contract.
- 5.2.2 The Prime shall provide a list of the anticipated job start date for all DBE subcontractors/subconsultants no later than two days after the initial pre-construction meeting.
- 5.2.3 Certification of DBE(s) Payments submit monthly with the Form E to the Manager of the OBD and with its monthly invoice submittal to NJT project manager of this project. Refer to article 5.3.2
- (a) The Prime will certify, <u>prior to the issuance of each progress payment by NJT</u>, that all DBE subs have been paid any amounts due on past due invoices from previous or current progress payments.
- 5.2.4 Form E (Contractor's Monthly DBE Payment Report & DBE Payment Certification Voucher) submit monthly to the Manager of the OBD. Refer to articles 2.5h and 5.3.2.

- Failure to submit this report on a monthly basis may result in breach of the contract and be subject to the appropriate remedies, penalties or liquidated damages as indicated in articles 5.6-5.7.
- 5.2.5 Form E1 (DBE Prime's Monthly Payment Report) (For DBE Prime Only) submit monthly to the Manager of the OBD.
- 5.2.6 Form E2 (DBE's Monthly Payment Report) Refer to article 2.5j
- (a) Forms E/E1 and E2 will be reviewed monthly to determine compliance with the assigned DBE goal, the subcontractor prompt payment regulation, and the DBE Program.
- (b) Attainment of goals will be monitored and based upon actual payments <u>received</u> by the DBE.
 Failure to submit Form E/E1 may result in suspension of payments or such other remedies as provided in article
 5.6. If at any time, NJT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, it shall refer the matter to the USDOT for inquiry.

5.3 PROMPT PAYMENT OF INVOICES TO SUBCONTRACTORS

- 5.3.1 The Prime must pay each subcontractor under this contract for satisfactory performance of its work no later than ten (10) days from the receipt of each payment the Prime receives from NJT for the subcontractor's work. Failure to comply with this requirement shall result in breach of the contract and shall be subject to the appropriate remedies as determined by OBD.
- 5.3.2 In accordance with 49 CFR 26.29, the Prime shall certify, <u>prior to the issuance of a progress payment by NJT</u> that all subcontractors have been paid any amounts due on past due invoices (greater than 30 days) from previous or current progress payments. The Prime must submit the Certification of DBE(s) Payments with its monthly invoice submittals to NJT project manager, and with its Form E to the OBD.
- 5.3.3 The Prime will not be reimbursed for work performed by subcontractors/subconsultants unless and until the Prime ensures that the subs are promptly paid for the work performed. Alternatively, the Prime shall certify that a valid basis exists under the terms of the subcontractor's/subconsultant's or supplier's contract to withhold payment from the subcontractor/subconsultant and therefore payment is withheld.
- 5.3.4 If the Prime withholds payment from the subcontractor/subconsultant, the Prime shall provide to the subcontractor/subconsultant or supplier written notice thereof. The notice shall detail the reason for withholding payment and state the amount of the payment withheld. If a performance/payment bond has been provided under this contract, the Prime shall send a copy of the notice to the surety providing the bond for the Prime. A copy of the notice shall also be submitted to NJT with the certification that payments are being withheld.
- 5.3.5 If withholding payment is due to the Prime's failure to promptly pay the DBE in accordance with the prompt payment of invoices and/or retainage clauses, the OBD may request proof of payment to DBE(s) for delinquent invoices and/or retainage in order to issue release of payment to Prime.
- 5.3.6 Failure to comply with the above shall result in breach of the contract and may be subject to the appropriate penalties. See article 5.6

5.4 SUBCONTRACTOR PAYMENT DISPUTE RESOLUTION

- 5.4.1 The Prime is required to notify the OBD of its intention to withhold payment from a DBE as soon as possible and in advance of taking action. Should the Prime provide notice and proceed to withhold payment from any subcontractor/subconsultant or supplier due to a performance issue or unapproved work performed, an OBD representative shall make an effort to resolve the dispute.
- (a) OBD's efforts shall be limited to meeting with the Prime and the subcontractor/ subconsultant, and reviewing the relevant facts with both parties.
- (b) OBD will not act as a decider of fact nor will OBD direct a settlement to the dispute.
- (c) Any OBD effort is solely intended to assist the parties in understanding their respective positions and to encourage a reasonable resolution of the dispute. The Prime is required to send written notification of the above to the OBD immediately.
- 5.4.2 Should payments be withheld that are not related to the previous items mentioned, and/or a determination can be made that the withholding of payments violates the prompt payment clause, NJT may execute the appropriate remedies in accordance with article 5.6.

5.5 PROMPT PAYMENT OF SUBCONTRACTOR RETAINAGE (FOR CONSTRUCTION CONTRACTS ONLY)

- 5.5.1 The Prime must include a contract clause in the subcontractor agreement obligating the Prime to pay <u>all retainage</u> owed to the subcontractor/subconsultant for satisfactory completion of the accepted scope of work no later than 15 days after the DBE subcontractor's/subconsultant's work is satisfactorily completed.
- 5.5.2 Only subcontractors/subconsultants whose work has been 100% completed, including all punch list work or remaining work, and who have supplied closeout documents shall be eligible for release of retainage. Any delay or postponement of payment from the above referenced time frame may occur only for good cause <u>following written</u> <u>approval of NJT</u>.
- 5.5.3 NJT may agree to release an equivalent amount of Prime retainage provided that:
- (a) There is no offsetting claims from NJT (including, but not limited to, liquidated damages), other subcontractors/subconsultants, material men, or workers;
- (b) None of the other reasons to withhold payments specified under the Prime contract exists.
- 5.5.4 Prior to release of the Prime's retainage, the Prime shall provide to NJT executed copies of the following subcontractor closeout documents, (shown in Appendix A of the contract) as appropriate:
- (a) Consent of Surety to Final Payment to the Subcontractor
- (b) Certificate of Amounts Due and Owing to Subcontractor Employees
- (c) Subcontractor Release of Claims
- (d) Subcontractor Release of Liens and a Certificate of Final Acceptance of Subcontractor Work
- 5.5.5 Notwithstanding NJT's release or partial release of retainage, nothing in this clause shall be deemed to constitute NJT's partial or final acceptance of the work, or any portion thereof, unless either a Certificate of Partial Acceptance or a Certificate of Final Acceptance has been executed by NJT, in the form(s).

5.6 Audit and Penalties

- During the performance of any contract and for a period of up to three (3) years following completion of the contract work, NJ TRANSIT may conduct reviews for compliance with the requirements of the DBE Program. Such reviews may include, but not be limited to, the evaluation of monthly reports, desk audits and site visitations.
- 5.6.1 Where a Prime is found to be in breach of the requirements of the DBE Program during the performance of the contract, and does not promptly take corrective action, the following sanctions may be instituted (singularly, in any combination, and in addition to any other contractual remedies or otherwise provided by law):
- (a) The Prime may be ordered to stop work without penalty to NJT.
- (b) The contract may be terminated for breach.
- (c) Suspension or debarment proceedings may be commenced in accordance with New Jersey law.
- (d) The relevant performance bond may be enforced.
- (e) NJT may withhold payment of specific invoices.

5.7 LIQUIDATED DAMAGES

- 5.7.1 Liquidated damages (LD) may be assessed when the Prime fails to meet the established DBE goal on the contract.
- 5.7.2 If the DBE goal is not met, and the Prime has not demonstrated a good faith effort to do so, NJT may elect to subtract from the Prime's payment, as liquidated damages and not a penalty, the following:

 The amount equal to the difference (in dollars) between the total contract value multiplied by the assigned DBE goal percentage, (originally established or as subsequently modified) and the actual DBE participation percentage (total dollars paid to DBEs divided by total dollars paid to the Prime).
- 5.7.3 This may be withheld from a series of payments or from the Prime's final payment, depending on the size of the liquidated damage.
- 5.7.4 If the Prime's final payment is not sufficient to satisfy the LD in full, the balance shall be due and owing from the Prime and subject to repayment terms as determined by NJT. NJT shall waive liquidated damages where good cause is shown for the deficiency in DBE participation upon determination by the OBD.

APPENDIX I

GLOSSARY

A Good Faith Effort-the efforts employed by the bidder, which should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

<u>Certification</u> - means the process by which a business is determined to be a bona fide DBE. Any business applying for DBE certification must complete the appropriate NJ Unified Certification Program Application. Certification Applications are available at the OBD.

Disadvantaged Business Enterprise or DBE - means a small business concern:

Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and where one or more of the socially and economically disadvantaged owners controls management and daily business operations. A DBE shall not include a small business concern where that concern or a group of concerns controlled by the same socially and economically disadvantaged individual or individuals has annual average gross receipts in excess of \$22,410,000 over the previous three fiscal years or is not otherwise eligible as a small business as defined by the Small Business Administration in 13 CFR Part 121.

<u>DBE Goal</u> - means numerically expressed objectives for DBE participation on federal contracts Prime contractors are required to make a good faith effort to achieve to the extent necessary to meet the assigned DBE goal.

<u>DBE Sub-Prime</u> - means any 1st Tier DBE subcontractor/subconsultant listed on the Form A that will subcontract any portion of its subcontract/scope of work to a DBE(s) and/or non-DBE(s) firm(s).

DBE Ineligibility – means a firm's DBE status changes or ceases due to change in ownership, management, or size, etc.

DBE Prime – means the successful Bidder is a DBE firm and has a direct contract with NJT.

<u>DBE Trucking Firm</u> – owns and operates at least one fully licensed, insured, and operational truck used on the contract. Is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.

First Tier DBE - refers to any DBE listed on the Bidder/Proposer/Prime's Form A and having a direct contract with the Prime.

Joint Venture—means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

<u>Prime</u> - means any contractor or consultant, including a DBE contractor/consultant, who enters into a direct contractual relationship with NJT.

Race-conscious Measure or Program - is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral Measure or Program- is one that is focused specifically on assisting all small businesses equally, including DBEs. Such activities include bonding, insurance, and technical assistance. For the purposes of this part, race-neutral

includes gender-neutrality.

Reasonable Bid Price - means a price that shall be considered reasonable if the Bidder/Proposer/Prime would have been awarded the contract had the firm submitted the only bid.

Regular Dealer - means a firm that owns, operates, or maintains an establishment in which the materials or supplies required for the performance of a contract are bought, kept in stock and regularly sold to the public in the usual course of business.

The firm must engage in, as its principal business, and in its own name, the purchase and sale of products in question. Bulk items such as steel, cement and petroleum products need not be stocked, if the dealer owns or operates distribution equipment.

Note: Brokers and packagers are not regarded as regular dealers.

Second Tier DBE - refers to any DBE listed on the DBE Sub-Prime's Form AA.

Subcontractor/ Subconsultant - means any contractor/consultant, including suppliers, who enters into a contract issued by a Prime contractor.

<u>Transit Vehicle Manufacturer (TVM)</u> - is a manufacturer of vehicles used by NJT for the primary program purpose of public mass transportation (e.g., buses, railcars, vans). The term does not apply to firms, which rehabilitate old vehicles, or to manufacturers of locomotives or ferryboats. The term refers to distributors of or dealers in transit vehicles with respect to the requirements of 49 CFR Section 26.49.

<u>U.S. DOT</u> – means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Railroad Administration (FRA).

Withdrawn DBE - a DBE withdraws, drops out of its contract, or falls to complete its work on the contract for any reason.

Bidders Checklist (for federal contracts)

Upon completion of the Required and/or Supplemental Forms packet(s), please be sure that the completed checklist and the forms listed below are included for each DBE subcontractor listed on the Form A and submitted to the Office of Business Development (OBD) for review.

Note: Failure to complete and submit the forms below will delay the OBD from issuing approval to move forward in the contract award process.

Required Forms

☐Form A - First Tier DBE Utilization
☐Form A1 - Bidder/Proposer Solicitation and Contractor Information
Form A2 - Non-DBE Sub Utilization
☐Form B - Intent to Perform as a DBE Sub
☐Form D - DBE Good Faith Effort Form
Trucking Commitment Agreement (if applicable)
Copy of NJUCP DBE and NAICS Code Certification
Supplemental Forms (if applicable)
Form AA - Second Tier DBE Utilization
Form AA1 - Second Tier Bidder/Proposer Solicitation and Contractor Information
Form AA2 - Second Tier Non-DBE Sub Utilization
☐Form BB - Intent to Perform as a Second Tier DBE Sub
Trucking Commitment Agreement (if applicable)
Copy of NJUCP DBE and NAICS Code Certification

REQUIRED FORMS

ENCLOSED FOR COMPLETION (MANDATORY):

> Form A; A1; A2; B; D & Trucking Commitment Schedule

TO BE OBTAINED AND SUBMITTED (MANDATORY):

➤ Copy of NJUCP DBE and NAICS Code Certification

Consult DBE Program Requirements for further guidance.

First Tier DBE UTILIZATION - FORM A

Project Name:	NJT Contract No: _				
Assigned DBE Goal %:NJT Procurement Specialist:	Contract Value (\$):				
First Tier DBE must perform at least 51% of its subcontract value goal.	if subcontracting to a Second -Tier DBE or Non-DBE. Do	not count Non-DBE portion	n toward the		
Name, Address and Telephone # of DBE Subcontractor/Subconsultant	Provide <u>Detailed</u> Scope of Work to be Performed (Identify all suppliers)	Dollar Value of Subcontract/Sub- consultant Work (\$) Awarded	Percentage of Subcontract Work (%)		
and a state of the			%		
			%		
			%		
			%		
			%		
For DBE suppliers, show original subcontract value multiplied by 60% (\$2,000*60%=\$1200). For DBE portion of work, subtract Non-DBE portion of work from original subcontract value.	TOTALS	\$	%		
The undersigned will enter into a formal agreement with the DBE(s) listed in undersigned understands that removal/replacement of the DBE(s) listed is Note that the DBE(s) listed is Note that the DBE(s) listed is Note that the Office of Business to be determined by NJ TRANSIT.	OT PERMISSIRI F for any reason (nre or nost-award). Without SUDII	litting a written request to the	Office of Dustriess		
Company Name:	Authorized Signature:				
Company Address:	Print Name:	Print Name:			
	Title:				
Federal Tax ID #:	Prime Contractor's DBE Liaison Officer:				
Company Tel #:	Date Signed:				

NJT Fed Form A rev June 2010

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title:	Date:
Prime Contractor/Consultant:	Telephone #:

Complete the information below for Bidder/Proposer/Prime(s) working on this project. Use Page 2 for all subcontractors/subconsultants

	Bidder/Proposer/Prime	Bidder/Proposer/Prime	Bidder/Proposer/Prime
Company's Full Name			
Address			
City and State			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: DBE or Non-DBE			
Federal Tax ID #./ SSN #			
Annual Gross Receipts: A — Less than \$500K. B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over indicate the letter that applies			
Primary NAICS Code:			

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title:	Date:
Prime Contractor/Consultant:	Telephone #:

COMPLETE THE INFORMATION BELOW FOR "ALL" FIRMS INCLUDING SUPPLIERS SOLICITED; INCLUDING THOSE THAT WILL WORK ON THIS PROJECT.

	Subcontractor/Subconsultant	Subcontractor/Subconsultant	Subcontractor/Subconsultant
Company's Full Name			
Address			
City and State			
Zip			
County			
Phone			
Fax	_		
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: DBE or Non-DBE			
Federal Tax ID #// SSN #			
Annual Gross Receipts: A – Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over indicate the letter that applies			
Primary NAICS Code:			

NON-DBE SUBCONTRACTOR UTILIZATION - FORM A2

Directions: To be completed by any Bidder/Proposer/Prime for "all" subs including suppliers participating on this contract.

Bidder/Proposer Prime Name:		Project Title:							
Date:		Prime Contract Value:							
Name, Address and Telephone # of all Subcontractor/Subconsultants	FEIN#	Provide Detailed Scope of Work to be Performed	Dollar Amount of Subcontractor/Sub- consultant Work (\$) Awarded	Percentage of Subcontract or Work (%)					
			<u> \$ </u>	%					
		<i>5</i> 5	· \$	%					
			\$	%					
				£8					
			\$	<u>%</u>					
		*							
			\$	%_					
Must provide a detailed scope of work; one-word descripti	ons are not acceptable.	TOTALS	<u>s</u>	%					

INTENT TO PERFORM AS A 1ST TIER DBE - FORM B

The Bidder/Proposer/Prime is prohibited from completing any portion of this form and directing the DBE to sign a blank form.

DIRECTIONS: DBE(s) listed on the Form A must complete all information on this form.

	Name of DBE Firm:
Project/Contract Name:	IFB/RFP Contract Number:
<u>Does the undersigned DBE (Answerseld</u> Intend to perform subcontract work in connection with the above-ment or No)	er Accordingly): tioned project as a Joint Venture? Circle one. (Yes
Intend to subcontract any portion of its scope of work to a DBE(s)? If yes, DBE Sub-Primes must complete and submit Form AA.	Circle one. (Yes or No) At what percent?%
intend to subcontract any portion of its scope of work to a Non-DBE(s If yes, must complete and submit Form AA2.	?)? Circle one. (Yes or No) At what percent?%
The undersigned will perform the following described work on the description of the type of work you will perform on your subcontract Bidder (optional)).	he above-referenced project: (Provide a detailed L. Attach a copy of quote approved and signed by
Dollar Value of DBE Subcontract: \$	
Total Ougstity/Units (if applicable). Des Timis (Cost (if applicable): S
Total Quantity/Units (if applicable): Per Unit ((
The undersigned based the above scope of work and subcontract value contractor named above. Circle one. (Yes or No)	
The undersigned based the above scope of work and subcontract value contractor named above. Circle one. (Yes or No)	on detailed project specs received from the Bidder
The undersigned based the above scope of work and subcontract value contractor named above. Circle one. (Yes or No) The Prime Contractor <u>projected</u> the following commencement and contractor <u>projected</u> the projected th	e on detailed project specs received from the Bidder npletion date for such work as follows:
The undersigned based the above scope of work and subcontract value contractor named above. Circle one. (Yes or No)	on detailed project specs received from the Bidder inpletion date for such work as follows: Date r the above work with the Prime Contractor is a DBE subcontractor, I will cooperate with the I TRANSIT. I attest that I will perform at least
The undersigned based the above scope of work and subcontract value contractor named above. Circle one. (Yes or No) The Prime Contractor projected the following commencement and condition DBE Contract Completion The undersigned DBE will enter into a formal agreement for conditioned upon execution of a contract with NJ TRANSIT. As certification, compliance and monitoring process set forth by No.	e on detailed project specs received from the Bidder impletion date for such work as follows: Date

Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of contract and subject to the appropriate penalties to be determined by NJ TRANSIT.

IF.	B/RFP Number:
Pr	oject Title:
Bi	dder/Proposer/Prime Name:
Ac	ddress:
Pt	none: Email:
Da	ate Signed:
in: ty _l	ne following is a list of the types of actions that may be considered good faith efforts. It is not tended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or pes of efforts may be relevant in appropriate cases, however please check all that apply in this stance. Please provide documentation for ALL instances selected.
	Selected portions of work to be performed by DBEs and, where appropriate, broke down contracts into economically feasible units to facilitate DBE participation.
	Provided interested DBE with adequate information about plans, specifications, and requirements of the contract.
	Negotiated in good faith with interested DBE, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
	Made efforts to assist interested DBE in obtaining bonding, lines of credit, or insurance required by NJ Transit or Bidder.
	Made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
đ	Advertised subcontracting opportunities in appropriate media.
	Used the services of minority organizations, minority contractors' groups, local state and federal minority business assistance offices and other organizations that provide assistance identifying subcontractors.
	Provided written notice to DBEs in sufficient time to allow the DBE to respond. (Provide copy of documentation with Page 2.)
	Followed up initial solicitation of interest by contacting DBE to determine interest. (Provide proof of follow up with Page 2.)

Describe any other efforts not covered above that may indicate Good Faith Efforts to obtain DBE participation on this project and provide documentation.

Mandatory f	Form Submit M	onthly	PR	RIME CONTRA	CTOR Monthly DE	BE Payment	t Report - Form E			: (Page 1 of 2	2)		
Name of Pro	ject:						NJ L COURS	`					
Prime Orlgina	al Contract Valu	e:				Report for the Month of:							
Change Orde	ers (Overall Inc/C	Dec.):			Notice to Proceed Date:								
Total Contrac	ct Amount to Da	ie:					_						
Total Paymer	nts Received fro	m NJT Dat	e:				Assigned D	BE Goal %:					
Name of DBE Subcor	of Per	rk Task formed	Original Contract Amount \$	Change Order Amount \$ (+/-)	Amount of Involce Received this Month (\$)	Date of Invoice Received in this Month	Payment(s) Made to DBE in this Month in \$\$ (Itemize)	Date(s) Payment Made This Month	Total DBE Payments made to Date in (\$)	% Overall Work Finished	Final Pmt (Y/N)		
	Te	CHARLES IN A STATE OF THE STATE	\$	\$	S	(S)			\$				
Itemize payme	ents/invoices and actor Information	dates if paid	/recaived more	than one payme	nt/invoice between th	e 1 st and 31 st	of THIS Month.	•					
	actor informati					Project !	Director Name:	· · · · · · · · · · · · · · · · · · ·					
						Project	Director Signature: _		 				
						Federal	TIN#						
·													
Prime's Past	Due invoice in	formation	List any invoid	ce more than 40	O days past due from	n the date s	submitted to NJT at	the time you	u complete this fo	<u>rm.</u>			
	Invoice Date		Amount (\$)	Number of Da		omments:							
	···												
This form is n	ot to be altered	n any way.	For as	ssistance comp	leting this form, cal	973-491-7	539, 8058, 8768, 85	75, 8069, 89	41 Fed Form E	rev Sept 201	10		

Form E - Prime Contractor's DBE Payment Certification

1.	Have all DBE subcontra	actors with executed sub	contracts been paid amo	ounts due from pr	evious progress pa	lyments?	
0	•	ection and go to numbe		. 2 5			
	If no, please complete f	ields in box below: (Use	additional paper, if need	ed) 			
	DBE SubContractor Name	Amount Withheld From Invoice (\$)	Total of Invoice Amount (\$)	Invoice Number	Invoice Date	Specific Rea	son for Withholding
2.	If yes, provide a copy of If no, lack of prior writte immediately, and prov	BE subcontractor(s) that f written notification to the notification to the DBE ide a copy of written notification that all of the above	e DBE subcontractor with (s) that you are withhold otification to the subco	n this form, indica ng payment <u>viola</u> Intractor with th	iting the date of not tes the prompt pay is form.	tification. ment clause guidelir	nes. Please contact the DBE
	e: CFO or equivalent Sr. Man		n off an this form. ECT DIRECTOR (SIGNA	TURE)	/ DATE		
Addition	nal Reasons/Comments f	or Withholding Payment:			·		
Di	O NOT WRITE BELOW. D	EPARTMENTAL USE ONL	γ.	THIS FO	Office of Civil i	Rights and Diversity Pr siness Development	TH Please forward to: rograms
	☐ Approved☐ Denied				One P New	NJ TRANSIT Jenn Plaza East, 6 th Fl Jersey 0710	
This for	m is not to be altered in a	any way. For assi	stance completing this f	orm, call 973-491	-7539, 8058, 8768	, 8575, 8069, 8941	Fed Form E rev Sept 2010

Do not alter this form in any way.

DBE SUBCONTRACTOR Monthly Payment Report - Form E2

Name of DI	BE Firm:				Report	for the Month of:		_		
	•			•	Contract Number:					
					Contrac	ct Name:				
DBE Teleph	hone #:				DBE Co	ontract Start Date: _	<u> </u>			
Prime Con	tractor's inform	ation:								
Name of Pr	ime:		A	ddress:				Telephone #:	84	
			and dates if received							
Work Tasi Performed	Origina	Chan Orde	ge #(s) er Submitted in this	Dollar Amoun of Each Invoice Submitted in this Month	Date of Invoice(s)	Total Payments Received by DBE in this Month * (\$)	Date Payment(s) Received in this Month	Total Payments Received by DBE To Date (\$)	Total % Work To Date	Final Payment? Y or N
									•	
ETIOTIALS:	\$	\$	TOTALS	\$	TOTALS	\$	TOTALS -	\$		
ls retainage	held on your sul		No (circle one) If yes	days past due	from date <u>sub</u>	Did your final parime at	the time you			e one)
Invoice#	Invoice Date	invoice Amount	(\$) Number of Da	ays Past Due	Comments: use	e additional paper if	necessary			-
										_
Note: CFO or	equivalent Sr. Mani	nger must complete	and sign off on this form							
Name:		Signature		Titl	e:	Date	•			
Diana mali di	Lt. E		MEDIATELY FOLLOWING ne Penn Plaza East, 6 th				NOT RECEIVED.			
	nis form in any wa					73-491-7539, 8058, 8766	3, 8069, or 8941.	Rev Fed Form	E2 – Se _l	ot 2010

DBE TRUCKING COMMITMENT

AGREEMENT

The DBE Trucking Firm Commitment Agreement sheet attached must be signed and completed entirely. Make duplicate copies for additional subcontractors as needed. Please read DBE Requirement Language for details.

- DBEs must provide information for <u>all DBE/Non-DBE</u> trucking firms it will lease from or subcontract to.
 - Subcontracting to a Non-DBE trucker means that the Non-DBE will perform a portion of the DBE firm's subcontract.
 - o 2nd Tier DBE trucking firms must perform 100% of their total subcontract value.
- For Non-DBE leased trucks, credit will only be given for the fee/commission that is received for arranging the transportation services.
 - All DBE-leased trucks are required to reflect the DBE firm's company name and identification number.

Copies of the following items must be attached for ALL trucks <u>owned</u> by the DBE:

- Proof of ownership: title(s) or finance agreement(s) ONLY
- registration card(s)
- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable

Copies of the following items must be attached for ALL DBE/non-DBE trucks leased by the DBE:

- lease agreement(s)
- title(s)
- registration card(s)
- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable

DBE TRUCKING FIRM COMMITMENT AGREEMENT

This commitment is subject to the award and receipt of a signed contract from NJ TRANSIT for the subject project. Note that copies of all supporting documents must be attached.

Type of material to be handled, qua	rm the following intitles to be hauled	described wori i, dollar amount	k on the proje per unit, location	ct: (Specific work on the material wi	details should include: il be transported).
	48				*
Dollar Value of DBE Subcontract: \$		_			
Total Quantity/Units (if applicable		Per Unit Cost	(if applicable):	\$	
Total Number of fully operation Total Number of fully operation (Provide a copy of lease agreement(s) for Total Number of fully operation (Provide a copy of lease agreement(s) for Specify ALL Vehicle Information	al trucks to be lea or each trucking firm), al trucks to be lea or each trucking firm.	ased from a DE ased from a no Note that subcon	n-DBE? atracting is differe		relates to trucking).
				nent, l≃insurance = Lease Agreemen	Card, R=Registration,
1 st Tier DBE Trucking	- Fire-			- actor rigi cumen	•
# Of Trucks Own				(Indicate Yes/No/NA) HAZ WASTE	*(indicate T/F/I/R/A/L)
VIN#	MAKE	YEAR	MODEL	DOC	OWNERSHIP DOCS
	122				ļ
					

MANDATORY FORM

Non DDE Tarrelian ==				W	
Non-DBE Trucking F					
# Of Trucks Leased From non-DB	E LIUCKING FIRM			(Indicate	
VIN#	MAKE	YEAR	MODEL	Yes/No/NA) HAZ WASTE DOC	(Indicate T/F/ I/R/A/L) OWNERSHIP DOCS
			 		
DBE Trucking Firm		~	<u>. </u>	<u> </u>	·
# Of Trucks Leased From DBE				-	
" OF THE BUILDING BUILDING	HOGKING FIRM				
100				{Indicate	
VINA	MAKE	YEAR	MODEL	(Indicate Yes/No/NA) HAZ WASTE DOC	(indicate T/F/I/R/A/L) OWNERSHIP DOCS
VINA	MAKE	YEAR	MODEL	Yes/No/NA]	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN #	MAKE	YEAR	MODEL	Yes/No/NA]	(indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN #	MAKE	YEAR	MODEL	Yes/No/NA]	(indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN#	MAKE	YEAR	MODEL	Yes/No/NA]	(indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN #	MAKE	YEAR	MODEL	Yes/No/NA]	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN#	MAKE	YEAR	MODEL	Yes/No/NA]	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN	MAKE	YEAR	MODEL	Yes/No/NA]	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN #	MAKE	YEAR	MODEL	Yes/No/NA]	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN#	MAKE	YEAR	MODEL	Yes/No/NA]	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIRM	MAKE	YEAR	MODEL	Yes/No/NA]	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
I hereby certify that the informwriting within 10 days, if anyt	nation present a			Yes/No/NA) HAZ WASTE DOC	OWNERSHIP DOCS
I hereby certify that the inform	nation present al	pove is corre	ect. I agree to	Yes/No/NA) HAZ WASTE DOC	OWNERSHIP DOCS

SUPPLEMENTAL SECTION REQUIRED FORMS

ENCLOSED FOR COMPLETION (IF APPLICABLE):

> Form AA; AA1; AA2; BB; & Trucking Commitment Schedule

TO BE OBTAINED AND SUBMITTED (IF APPLICABLE):

Copy of NJUCP DBE and NAICS Code Certification

Consult DBE Program Requirements for further guidance.

SECOND TIER DBE UTILIZATION-FORM AA

Project Name:	NJT Contra	act No:	
DBE Sub-Prime (First Tier) Subcontractor Contract Value (\$):			
I plan to subcontract% of my subcontract to Second following:	nd Tier DBE subcontractor(s)/subconsultant(s) list	ed on the chart below to per	form/supply the
Second Tier L	BE subs must perform 100% of their scope of work.		
Name, Address and Telephone # of Second Tier DBE Subcontractor/Subconsultant	Provide <u>Detailed</u> Scope of Work to be Performed	Dollar Value of Subcontractor/Sub- consultant Work (S) Awarded	Percentage of Subcontractor Work (%)
			%
	¥		%
•			%
Any First-Tier DBE firm listed on the Form A must identify any DBE firm it will use to perform its scape of work.	TOTALS	s	%
The undersigned understands its approval to perform on the above The DBE Sub-Prime must receive written approval from the Office scope of work identified on the Form AA and/or AA2 before making of any information contained herein shall result in breach of contrac	of Business Development for any changes to its DDL and g any changes. It attests that the identified firms will per	form all work. Failure to adhe	MEN AMBUT LUTAM OF
DBE Sub-Prime Firm:	Authorized Signature:		
Company Address:	Print Name:		
	Title:		
Federal Tax ID #:	Sub-Prime's DBE Liaison Officer:		
Company Tel #:	Date Signed:		

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM AA1

NJT Contract No:	Project '	Title:			
	rime: Telephone #:				
Date:					
Compl	lete the information below for <u>Second Tier</u> Subcontractor/Subconsultant	contractor(s) participating on the project Subcontractor/Subconsultant	Subcontractor/Subconsultant		
	Supcom actor outsons and actor				
Company's Full Name					
Address					
City					
Zip					
County					
Phone					
Fax					
E-mail					
Owner					
Date Established					
Date Certified					
Ethnicity					
Sender					
Certification Status: DBE or Non-DBE		82			
ederal Tax ID # / SSN #					
Annual Gross Receipts: A—Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over Indicate the letter that applies		±.			
rimary NAICS Code:			<u></u>		

NON-DBE SECOND TIER SUBCONTRACTOR UTILIZATION - FORM AA2

Directions: To be completed by any DBE Sub-Prime Contractor for "all" subs including suppliers participating on this contract.

NJ Transit Contract No:	Date:	DBE Sub-Prime Contract Value	: \$			
DBE Sub-Prime Contractor Name:		Project Title:				
Name, Address and Telephone # of all Second Tier Subcontractor(s)/Subconsultant(s)	FEIN#	Provide <u>Detailed Scope</u> of Work to be Performed	Dollar Amount of Subcontractor/Subconsultant Work (\$) Awarded	Percentage of Subcontractor Work (%)		
			s	<u>%</u>		
		"	\$	%		
			29			
			\$	%		
a)			\$	%		
ŭ ,	,		s	_%_		
Must provide a detailed scope of work; one-word description	ons are not acceptable.	TOTALS		6/		

INTENT TO PERFORM AS A SECOND TIER DBE - FORM BB

The Bidder is prohibited from completing any portion of this form and directing the DBE to sign a blank form.

<u>DIRECTIONS</u>: DBE(s) listed on the Form AA must complete all information on this form and must complete Form AA2 for any Non-DBE subcontractor performing a portion of its subcontract.

Name of First Tier DBE/Sub-Prime:	Name of Second Tier DBE Firm:
Project/Contract Name:	IFB/RFP Contract Number:
Does the undersigned intend to perform subcontract work in co Venture? Circle one. (Yes or No)	nnection with the above-mentioned project as a Joint
Will you subcontract any portion of your scope of work to a DBE(s)? Circle one. (Yes or No)
Will you subcontract any portion of your scope of work to a Non-	DBE(s)? Circle one. (Yes or No)
The undersigned will perform the following described work of description of the type of work you will perform on your subcorbidder (optional)).	on the above-referenced project: (Provide a detailed stract. Attach a copy of quote approved and signed by
Dollar Value of DBE Subcontract: S	
Total Quantity/Units (if applicable):Per U	
The undersigned based the above scope of work and subcontract Sub-Prime named above. Circle one. (Yes or No)	value on detailed project specs received from the DBE
The Prime Contractor projected the following commencement and	completion date for such work as follows:
DBE Contract Start Date: DBE Contract Comple	
The undersigned DBE will enter into a formal agreement conditioned upon execution of a contract with the Prime on will cooperate with the certification, compliance and monitor will perform 100% of my subcontract with my own workforce	the project. As a Second Tier DBE subcontractor, I ing process set forth by NJ TRANSIT. I attest that I
Signature of Second Tier DBE Date	Title
Print Name	Telephone #:

Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of contract and subject to the appropriate penalties as determined by NJ TRANSIT.

IF	B/RFP Number:
Pr	pject Title;
Bio	lder/Proposer/Prime Name:
Ac	dress:
Ph	one:
Da	te Signed:
ini tyį	e following is a list of the types of actions that may be considered good faith efforts. It is not ended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or less of efforts may be relevant in appropriate cases, however please check all that apply in this stance. Please provide documentation for ALL instances selected.
	Selected portions of work to be performed by DBEs and, where appropriate, broke down contracts into economically feasible units to facilitate DBE participation.
	Provided interested DBE with adequate information about plans, specifications, and requirements of the contract.
σ,	Negotiated in good faith with interested DBE, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
	Made efforts to assist interested DBE in obtaining bonding, lines of credit, or insurance required by NJ Transit or Bidder.
	Made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
	Advertised subcontracting opportunities in appropriate media.
Ė	Used the services of minority organizations, minority contractors' groups, local state and federal minority business assistance offices and other organizations that provide assistance identifying subcontractors.
2	Provided written notice to DBEs in sufficient time to allow the DBE to respond. (Provide copy of documentation with Page 2.)
	Followed up initial solicitation of interest by contacting DBE to determine interest. (Provide proof of follow up with Page 2.)

Describe any other efforts not covered above that may indicate Good Faith Efforts to obtain DBE participation on this project and provide documentation.

IFB/RFP Number:	· · · · · · · · · · · · · · · · · · ·	Proje	ct Title						
If the dollar value of Bidder/Proposer/Primo DBE participation. Co will be required to sup	e is required pies of corres	to comple pondence	ete the foll e, return re	lowing eceipts,	question telephor	s to de le logs,	scribe or othe	efforts er docu	to obtain
l,	<u></u>								
	Name					Tit	le		
of				- <u></u>					
		Bidd	er/Propose	r/Prime					
Certify that on	Dete		, I conta	cted the	below na	med DE	E to ob	tain a	
Bid/Proposal for work its									
DBE:			·						
		Firm	Name						
Type of work requested	to be performe	ed:							
	<u> </u>								
Method of Contact:	Phone	Fax	Mail		Email				
Date Contacted:									
To the best of my know prepare a bid for the foll No response	owing reason(s	s):					-		
Not interested: Indicate	ate Reason(s)_							·	
Unacceptable Sub B	id: Indicate Re	ason(s)			_				
Please note: Unless the and finding a DBE is no	e price differer <u>t</u> a sufficient re	nce is exc eason to re	essive or u eject DBE o	ınreasoı Juote.	nable, inc	curring a	additior	nal cost	s in using
Signature of Bidd	der/Proposer/P	rime		ate					
The above statement (Below is to be signed			account o	of why	l did not	t submi	t a bid	on thi	s project.
Signature of DBE Firm	Da	ate	— <u> </u>	Name of I	DBE Firm				
Print Name	<u></u>		<u> </u>	Address					
Print Title			 -	elephone	e #: ()			

IF	B/RFP Number:
Pr	oject Title:
Bi	dder/Proposer/Prime Name:
Ac	ldress:
Pł	none: Email:
Da	ate Signed:
ini ty _l	te following is a list of the types of actions that may be considered good faith efforts. It is not tended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or pes of efforts may be relevant in appropriate cases, however please check all that apply in this stance. Please provide documentation for ALL instances selected.
	Selected portions of work to be performed by DBEs and, where appropriate, broke down contracts into economically feasible units to facilitate DBE participation.
	Provided interested DBE with adequate information about plans, specifications, and requirements of the contract.
	Negotiated in good faith with interested DBE, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
	Made efforts to assist interested DBE in obtaining bonding, lines of credit, or insurance required by NJ Transit or Bidder.
Ç	Made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
	Advertised subcontracting opportunities in appropriate media.
	Used the services of minority organizations, minority contractors' groups, local state and federal minority business assistance offices and other organizations that provide assistance identifying subcontractors.
	Provided written notice to DBEs in sufficient time to allow the DBE to respond. (Provide copy of documentation with Page 2.)
	Followed up initial solicitation of interest by contacting DBE to determine interest. (Provide proof of follow up with Page 2.)

Describe any other efforts not covered above that may indicate Good Faith Efforts to obtain DBE participation on this project and provide documentation.

IFB/RFP Number:	Project Ti	itle				
If the dollar value of the Bidder/Proposer/Prime is re DBE participation. Copies o will be required to support g	equired to complete to forcespondence, re	the following turn receipts,	questions to telephone lo	o describe e ogs, or other	efforts to ol	btain
I,			· · · · · · · · · · · · · · · · · · ·			
Name				Title		
of	Bidder/F	Proposer/Prime				
Contifue that are		•		LDDE 4		
Certify that on	Date	I contacted the	e below name	d DBE to obta	ain a	
Bid/Proposal for work items to						
DBE:						
	Firm Nar	me				
Type of work requested to be p	performed:	00				
Method of Contact: Phone	e Fax	Mail	Email			
Date Contacted:						
To the best of my knowledge a prepare a bid for the following No response		vas unavailable	for work on t	this project a	nd was unab	ole to
Not interested: Indicate Re	ason(s)					
Unacceptable Sub Bid: Indi						_
Please note: Unless the price and finding a DBE is <u>not</u> a suf			onable, incurr	ing additiona	ıl costs in u	sing
Signature of Bidder/Pro	poser/Prime	Date				
The above statement is a tr (Below is to be signed by DB		count of why	l did not su	ıbmit a bid	on this pro	ject.
Signature of DBE Firm	Date	Name of	DBE Firm			
Print Name		Address				
Print Title		Telephor	ne #: ()			

ATTACHMENT C THE FEDERAL GENERAL WAGE DETERMINATION FOR HUDSON COUNTY, NEW JERSEY (8 PAGES

PREVAILING WAGE SCHEDULES FOR THIS PROJECT ARE NOT REPRINTED HERE DUE TO SIZE

NJ TRANSIT IFB No. 17-006X

One Penn Plaza East Newark, New Jersey 07105-2246

BIDDERS PREQUALIFICATION

FIRM NAME					
	An Individual	/	A Partnership		_ A Corporation
Mailing Address	S				
Telephone No.	()	Fede	ral Employee Identifi	ication No.	
Fax No. ()	DUN	S No		
State whether pa	rtnership is general, limite NAMES OF PARTNEF		ADDRESS		
_					
To be completed	for a corporation. Date in	corporated			
State	Ca	apital paid in cash			
If not incorporate	ed in New Jersey - Date of	Certificate of Authority	to perform work in New	Jersey	
Present officers	of the corporation:				
	NAME		ADDRESS		
reasurer					
REGISTERED	AGENT IN NEW JERS	SEY:			
Provide	e name and address o	f registered agent a	authorized to represe	nt the firm	in the State of New Jersey.
RELATED STA	TE OF NEW JERSEY	PREQUALIFICAT	TON		
	NJ Department of Tra	insportation	NJ Depar	rtment of th	ne Treasury
	-				Management and Construction
If prequ	ualified by either of the	above, attach cop	y of the current Notic	e of Classi	ification.

07/01/2014

BID BOND

KNOW ALL MEN BY THESE PRES		<u>- </u>
as PRINCIPAL, and a corporation organized and existing under th	e laws of the State of	
and duly authorized to do business in the Sta New Jersey Transit Corporation in the penal below, for the payment of which well and tr heirs, executors, administrators, successors ar	ate of New Jersey, as SURE's sum of ten percent (10%) of uly to be made, we hereby j	ΓY, are held and firmly bound unto the the amount bid for the project(s) listed
Signed, sealed, and dated this	day of	two thousand and
The condition of the above obligation is s	uch that whereas the principa	l is herewith submitting a proposal for:
SEALED BID NO		
principal shall execute a contract and give business days after being notified in writin surety shall pay the obligee the sum, not e covering the said proposal, properly and la may exceed the amount bid by principal, to force and effect.	ng of the award of such contra exceeding the penalty hereof, awfully executed by and betw	by which the amount of the contract, veen the obligee and some third party,
Witness or Attest:		
	(Principal)	
Witness or Attest:		
	(Surety)	

Certification to the Authority of the attorney in fact to commit the surety company must accompany this Bond, and true and correct statement of the financial condition of said surety company.

STATE OF NEW JERSEY

EEO PROVISIONS FOR CONSTRUCTION CONTRACTS

I. BID REQUIREMENTS

This contract is subject to the provisions of <u>N.J.S.A.</u> 10:2-1 through 10:2-4 and <u>N.J.S.A.</u> 10:5-31 <u>et seq.</u> (P.L. 1975, c.127), and in accordance with the rules and regulations promulgated pursuant thereto, the bidder agrees to comply with the following:

At the time the signed contract is returned to NJ TRANSIT, the said bidder (contractor) shall submit to NJ TRANSIT and the New Jersey Department of Treasury, Division of Public Contracts Equal Employment Opportunity Compliance an Initial Project Workforce Report (Form AA-201) consisting of forms provided by NJ TRANSIT and completed by the bidder (contractor) in accordance with Subchapter 7 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127.

II. EXECUTIVE ORDER 151 MANDATORY EEO AND AFFIRMATIVE ACTION REQUIREMENTS

It is the policy of the New Jersey Transit Corporation that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the New Jersey Transit Corporation to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the New Jersey Transit Corporation's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the New Jersey Transit Corporation's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

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

- 1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at http://NJ.gov/JobCentralNJ.
- 2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women.
- 3. The Contractor shall actively solicit and shall provide the New Jersey Transit Corporation with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.
- 4. The Contractor shall provide evidence of efforts described at 2 above to the New Jersey Transit Corporation no less frequently than once every 12 months.
- 5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

- 1 - 5/16

III. SUBCONTRACTS; EQUAL EMPLOYMENT GOALS

The contractor agrees to incorporate these State of New Jersey EEO Provisions for Construction Contracts in its construction subcontracts.

The New Jersey Department of Treasury, Division of Public Contracts Equal Employment Opportunity Compliance (hereinafter "Division") shall individually establish the targeted minority and women employment goals for determining good faith equal employment opportunity efforts by each construction contractor and subcontractor for each trade on each contract. The Division shall review the trades to be utilized during the completion of the work as reported on the Initial Project Workforce Report and determine the targeted employment goals based upon the number of qualified minorities and women available as reported by the New Jersey Department of Labor, Division of Planning and Research in its report, EEO Tabulations—Detailed Occupations by Race/Hispanic Groups.

In accordance with N.J.A.C. 17:27, Contractors and subcontractors are required to make a good faith effort to provide equal employment opportunity for minorities and women. Failure to make good faith efforts to provide equal employment opportunity for minorities and women may result in sanctions including fines/penalties, withholding of payment, termination of the contract, suspension/debarment or such other action as provided by law.

The contractor shall obtain the targeted employment goals from the Division's website at www.state.nj.us/treasury/contract_compliance or request the employment goals from the Division of Public Contracts Equal Employment Opportunity Compliance after submitting the initial project workforce report to the Division of Public Contracts Equal Employment Opportunity Compliance.

The contractor shall then be responsible for the completion and submittal of a Monthly Project Workforce Report (Form AA-202) for the duration of this contract.

(NOTE: FOR THE PURPOSE OF THIS CONTRACT THE "PUBLIC AGENCY COMPLIANCE OFFICER" REFERENCED BELOW IS NJ TRANSIT'S VICE PRESIDENT OF DIVERSITY PROGRAMS AND THE "PUBLIC AGENCY" IS NJ TRANSIT.)

IV. MANDATORY CONTRACT LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975,c.127) and N.J.A.C. 17:27-1.1 et seq. MANDATORY AFFIRMATIVE ACTION LANGUAGE FOR CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

- 2 - **5/16**

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to <u>N.J.S.A.</u> 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the New Jersey Department of Labor and Workforce Development (Dept. of L.W.D.), Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of L.W.D., Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of L.W.D., Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seg., as supplemented and amended from time to time, and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B). If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- 3 - **5/16**

- (1) To notify the public agency compliance officer, the Dept. of L.W.D., Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies:
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor of subcontractor shall interview the referred minority or women worker.
- (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of L.W.D., Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
- (iii). The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Dept. of L.W.D., Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
- (iv). If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of L.W.D., Construction EEO Monitoring Program.
- (7). To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of L.W.D., Construction EEO

- 4 - 5/16

Monitoring Program and submitted promptly to the Dept. of L.W.D. Construction EEO Monitoring Program upon request.

(C). The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of L.W.D., Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of L.W.D., Construction EEO Monitoring Program through its website for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report (Form AA202) once a month thereafter for the duration of this contract to the Dept. of L.W.D., Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D). The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of L.W.D., Construction EEO Monitoring Program as may be requested by the Dept. of L.W.D., Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of L.W.D. Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27-1.1 et seq.

- 5 - **5/16**

BIDDERS PREQUALIFICATION INSTRUCTIONS AND GENERAL INFORMATION

- 1. Pursuant to New Jersey Transit Corporation (NJ TRANSIT) Procurement Regulations certain Bidders must be pregualified prior to submitting a bid.
- Please note that all Out-of-State companies contracting with NJ TRANSIT must have a registered agent in the State of New Jersey. If you do not have a registered agent or you have changed your registered agent since filing for a Business Registration Certificate with the State of New Jersey, contact the Secretary of State of New Jersey at (609) 984-1900.
- 3. Fill out the attached forms, answering each question fully and completely. Joint venturers must execute and submit a "Statement of Joint Venture" form, available from NJ TRANSIT's Procurement Department.
- 4. Please be advised that this Prequalification applies to sealed bids only. Approval will not constitute acceptance of any bid, license or contract. NJ TRANSIT reserves the right to rescind any prequalification approval and reject any and all bids.
- 5. Prospective Bidders will be classified according to the type of work and the amount of work on which they are entitled to bid. Factors considered in the evaluation process include, but are not limited to:
 - Technical Qualifications and Experience demonstrated ability to successfully manage performance of work of the type for which qualification is requested.
 - Financial Resources financial status, value of projects successfully completed, bonding capacity, accounting and auditing procedures, etc.
 - Organization experience of key personnel, years in business, record of integrity, etc.
 - References
- 6. Each prospective bidder will be classified for one or more types of work in accordance with its financial ability, organization, record of work, and any other pertinent and material facts which may affect such classification. The prospective bidder will be assigned classification(s) which will designate the type and quantity of work upon which it will be eligible to bid. NJ TRANSIT will give notice of such classification(s) after receipt and evaluation of the fully completed prequalification questionnaire, or after receipt of any additional information requested. An applicant who fails to furnish any of the information requested in the questionnaire will not be classified to submit bids for work to be awarded on contract by NJ TRANSIT.
- 7. Bids will be accepted only from prospective bidders that have been assigned a classification. Under no circumstances will bids be accepted from bidders that have not been classified, nor for work different in type or greater in amount than that to which the classification of the bidder entitles it. When a doubt arises as to whether a bid is within the class for which the bidder is qualified, the bid will be opened provisionally, and if it appears that the bid is, in fact, not within the class to which the prospective bidder is classified, the bid will be immediately excluded.
- 8. When a prospective bidder has been assigned a classification, it shall be entitled to bid on any project within its class for a period not exceeding thirty six (36) months from the date shown upon its Classification Notice. The Dollar Limit of the classification assigned applies to each individual project bid and is not an aggregate value.

2 07/01/2014

- 9. NJ TRANSIT may establish special classification requirements for a particular project, or class of projects, when deemed necessary.
- 10. Where multiple contractors, each holding a valid classification from NJ TRANSIT, propose to form a joint venture for the purposes of bidding on a project, the joint venturers shall execute and submit a "Statement of Joint Venture" form. The classification limit for the joint venture shall be no greater than the lower of 1) the combined value of their respective classifications or 2) the bonding capacity of the joint venture. The Joint Venture must notify NJ TRANSIT of its intent to bid as a joint venture at least fourteen (14) days prior to the date set for receipt of bids on the project. Failure to provide such notice within the prescribed time may be cause for rejection of the bid as nonresponsive.
- 11. NJ TRANSIT may reject any bid at any time prior to the actual award of a contract where there have been developments subsequent to qualification and classification which, in the opinion of NJ TRANSIT would affect the Responsibility of the Bidder. Before taking such action, NJ TRANSIT will notify the bidder and give such bidder an opportunity to present additional information.
- 12. In the event a corporation not incorporated in the State of New Jersey is the lowest bidder, it must be authorized to do business in New Jersey pursuant to N.J.S.A. 14:15-1 et seq., before the contract will be executed by NJ TRANSIT. All corporations, firms and individuals from outside the State of New Jersey are required to designate a resident of New Jersey to accept process in case of litigation before the contract is approved.
- 13. If a prospective bidder objects to its assigned classification, it may request a reconsideration of the assigned classification by writing to the Director of Contracts within 15 calendar days after the date of the Classification Notice.
- 14. Prequalification by the NJ TRANSIT Procurement Department does <u>not</u> constitute certification of the firm as a DBE/SBE/ESBE. Certification of DBE/SBE/ESBE status is performed by NJ TRANSIT's Office of Business Diversity Certification and Outreach. All requests concerning certification approval as a Small/Disadvantaged Business Enterprise must be directed to the Director, Business Diversity Certification and Outreach, Office of Business Diversity Certification and Outreach Programs, One Penn Plaza East, Newark, New Jersey 07105-2246.
- 15. Recent letters from banks, certifying to the establishment of lines of credit, may be submitted for the purpose of augmenting financial qualifications. Such letters must be on regular bank letterhead and must be specific as to the amount of the line of credit approved and the total amount of loans outstanding at the present time against this line of credit.
- 16. On all matters of classification or appeal of classification, the decision of NJ TRANSIT's, Senior Director, Contracts Unit is final.
- 17. A Bidder to be prequalified to perform construction work in an "Operating Railroad Environment" shall have identified in their Bidder's Prequalification Questionnaire specific completed projects which demonstrate construction experience working on an FRA regulated high speed commuter or passenger railroad, in both an electrified and diesel fuel environment, working on or within four feet of the active railroad tracks.
- 18. Prospective Bidders seeking prequalification with NJ TRANSIT must be registered and active with the System for Award Management (S.A.M). To register please go to www.SAM.gov and follow the registration instructions.

3 07/01/2014

NJ TRANSIT

Please identify the type(s) of work for which prequalification is requested and a request for the amount per project on which the applicant would be entitled to bid.

A.

	pe of Work:
HC	- Heavy Construction (Non-Operating Railroad Environment)
	GC - General Contractor, includes management of multiple subcontractors performing work in
	the subcategories identified below.
	EC - Excavation and Clearing
	GP - Grading & Paving
	DM - Demolition
	BG - Bridges & Related Structures
	BB - Boring/Blasting
	PD - Pile Driving
	UU - Underground Utilities, Lighting
	LS - Landscaping
	CM - Concrete/Masonry
	SP - Specialty-Other, please specify
HR	- Heavy Construction-Rail (Operating Railroad Environment)
	GC - General Contractor, includes management of multiple subcontractors performing work in
	the subcategories identified below.
	EC - Excavation and Clearing
	GP - Grading & Paving
	DM - Demolition
	BG - Bridges & Related Structures
	MB - Moveable Bridges
	BB - Boring/Blasting
	PD - Pile Driving
	UU - Underground Utilities, Lighting
	LS - Landscaping
	CM - Concrete/Masonry
	TW - Trackwork
	SW - Signal Work
	ET - Catenary/Electrification
	SP - Specialty-Other, please specify
ВС	- Building Construction (Non-Operating Railroad Environment)
	GC - General Contractor, includes management of multiple subcontractors performing work in
	the subcategories identified below.
	EE - Electrical (copy of license must be attached)
	DM - Demolition
	PB - Plumbing (copy of license must be attached)
	HV - HVAC, Mechanical Systems
	IS - Iron/Steel Erection
	FP - Fire Protection (requires certification)
	SP - Specialty-Other please specify

07/01/2014

NJ TRANSIT

BR - E	Building Const	ructio	n-Rail (Operatin	g Railroad E	nvironment)					
	GC - Gene	ral Co	ontractor, includes	management	of multiple subco	ontrac	tors	s performing w	ork	
	the subcategories identified below.									
	EE - Electrical (copy of license must be attached)									
	DM - Demolition									
	PB	- P	lumbing (copy of lie	cense must be	e attached)					
	HV	- H	VAC, Mechanical S	Systems						
		- Ir	on/Steel Erection							
	FP	- F	ire Protection (requ	ires certificat	on)					
	RF	- R	oofing							
	SP	- S	pecialty-Other, plea	ase specify						
ES - E	Environmental	Serv	ices							
	HW - Haza	ardous	s Material Remova	l						
	AR - Asbe	estos	Removal (copy of l	icense must b	e attached)					
	UT - Unde	ergrou	ınd Tank Removal	/Installation –	(requires DEP ce	rtifica	tion)		
	WT - Wate	er Tre	atment – (requires	DEP license)						
	SP - Spec	ialty-	Other, please spec	ify						
MC - N	Marine Constr									
	GC - Gene	eral C	ontractor, including	g fender syste	ms, piers, dredgir	ng, eta	٥.			
	SP - Spec	ialty-	Other, please spec	ify						
MG - N	Manufacturing									
	BS - Bus	Rollin	g Stock							
	RS - Rail	Rollin	g Stock							
	EQ - Equi	pmen	t-Other, please spe	ecify						
As to the Amou	unt of Work:									
A \$	50,000	to	\$ 100,000	J	\$ 2,000,001	to	\$	3,000,000		
В	100,001	to	150,000	K	3,000,001	to		4,000,000		
C	150,001	to	200,000	L	4,000,001	to		6,000,000		
D	200,001	to	300,000	M	6,000,001	to		8,000,000		
E	300,001	to	400,000	N	8,000,001	to		10,000,000		
F	400,001	to	500,000	0	10,000,001	to		15,000,000		
G	500,001	to	750,000	P	15,000,001	to		20,000,000		
Н	750,001	to	1,000,000	Q	20,000,001	to		25,000,000		
1	1,000,001	to	2,000,000	R	Over			25,000,000		

В.

5 07/01/2014

in

NJ TRANSIT

I.	FINANCIAL STATUS (as of)		
	Fill in appropriate blanks in Finar Aggregate Bonding Amount: \$		Single Project Bond	ling Amount: \$
	Value of Ongoing Contracts: \$			
	QUICK ASSETS			(Omit Cents)
	Cash			\$
	Notes Receivable			\$
	Accounts Receivable from Const	ruction Contracts		\$
	Retainage			\$
	Accounts Receivable, not from C	onstruction Contracts		\$
	Inventories			\$
	Other Quick Assets (specify):			\$
				\$
				\$
				\$
				\$
		TOTAL QUICK ASS	SETS	\$
	CURRENT LIABILITIES (Due w	ithin 12 Months)		
	Notes and Mortgages Payable	,		\$
	Accounts Payable			\$
	Other Current Liabilities			\$
		TOTAL CURRENT	LIABILITIES	\$
		NET QUICK ASSET	_	\$
	AVAILABLE LINE OF CREDIT (See Note 15 of the Bidders Prequalification	attach letter from ba on Instructions and General	nk) Information.	\$

POTENTIAL QUICK ASSETS

6 07/01/2014

II. RELATED PROJECT EXPERIENCE

Fill in complete information for at least five (5) projects finished recently for which the organization performed the type of work for which prequalification is requested.

Project Name:	Contract Price: \$
	Date Completed:
Type of Work:	
Client:	
Contact Person:	
Telephone No.: ()	
Fax No.: ()	
Project Name:	Contract Price: \$
	Date Completed:
Type of Work:	
Client:	
Contact Person:	
Telephone No.: ()	
Fax No.: ()	
Project Name:	Contract Price: \$
	Date Completed:
Type of Work:	
Client:	
Contact Person:	
Telephone No.: ()	
Fax No.: ()	
Project Name:	Contract Price: \$
	Date Completed:
Type of Work:	<u></u>
Client:	
Contact Person:	
Telephone No.: ()	
Fax No.: ()	
Project Name:	Contract Price: \$
	Date Completed:
Type of Work:	
Client:	
Contact Person:	
Telephone No.: ()	
Fax No · ()	

III. ORGANIZATIONAL EXPERIENCE

What is the experience of the principal individuals of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS IN ORGANIZATION	YEARS OF EXPERIENCE	MAGNITUDE & TYPE OF WORK	IN WHAT CAPACITY?

Provide name and telephone number of the Equal Employment Opportunity Officer for your firm:			
How many years experience has your organization had as			
Prime Contractor	Subcontractor		
ELECTRICAL CONTRACTOR LICENSE NO.			
If an electrical contractor, provide State of New Jersey lice	ense number and attach copy of license.		
PLUMBING CONTRACTOR LICENSE NO.			
If a plumbing contractor, provide State of New Jersey licer	nse number and attach copy of license.		

ASBESTOS LICENSE

If an asbestos abatement contractor/ASTM, attach copy of the appropriate license from the State of New Jersey Department of Labor.

8

07/01/2014

IV. PERFORMANCE AND INTEGRITY

Has the entity seeking prequalification ever failed to complete any work awarded?				
No Yes	_ (Attach a detailed explanation of each instance)			
Is the entity seeking prequalification or any owner, partner, officer or manager of same currently suspended or debarred from performing contracts in the State of New Jersey or by any other federal, state, or local governmental jurisdiction?				
No Yes	(Attach a detailed explanation stating name of individual or organization, the governmental jurisdiction, the reason for the suspension/debarment and the time period for which it is effective)			
	which the entity seeking prequalification was the prime contractor did inst the performance/payment bond furnished for said project?			
No Yes	(Attach a detailed explanation of each instance)			
	any owner, partner, officer or manager of same been cited by any or bureau with environmental, safety, and/or health violations within			
No Yes	(Attach a detailed explanation of each instance)			
Has the entity seeking prequalification or any owner, partner, officer or manager of same been charged, arrested, indicted or convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, perjury, false swearing, receiving stolen property, obstruction of justice or any other offense indicating a lack of business integrity or honesty?				
No Yes	(Attach a detailed explanation of each instance)			
Has the entity seeking prequalification or any owner, partner, officer or manager of same been charged, arrested indicted or convicted of a violation of the Federal Organized Crime Control Act of 1970; Federal or State Antitrust statutes or the Anti-Kickback Act (18 U.S.C. 874, 40 U.S.C. 276b)?				
No Yes	(Attach a detailed explanation of each instance)			
Has the entity seeking prequalification or any owner, partner, officer or manager of same been charged, arrested, indicted or convicted of a violation of any of the Federal or State laws governing hours of labor, minimum wage standards, prevailing wage standards, discrimination in wages, child labor or immigration?				
No Yes	_ (Attach a detailed explanation of each instance)			

V. STOCKHOLDER LIST CERTIFICATION AND CORPORATION INFORMATION

The list below contains the names and home addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock of the corporation. If one or more such stockholder or partner is itself a corporation or partnership, the stockholder holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, must also be listed.

STOCKHOLDERS

Name
Home Address
Name
Home Address
Name
Home Address
Name
Home Address
Name
Home Address
Name
Home Address
Is the firm a subsidiary of a parent corporation?
Name of Parent Corporation
Address
Date Incorporated-State Incorporated
Name & Address of Registered Agent

V.	STOCKHOLDER LIST CERTIFICATION AND CORPORATION INFORMATION (continued)			
	Is parent corporation owner of all assets of subsidiary? If not, identify all owners and percentage of ownership			
	Stockholders holding 10% or more of issued and outstanding stock of Parent Corporation are to be listed above.			
VI.	CERTIFICATION			
	I, being of full age, hereby certify as follows:			
	I am authorized to execute this certification for and on behalf of the individual, partnership or corporation herein first named as applicant for a classification by the New Jersey Transit Corporation.			
	The forgoing information and any attachments thereto to the best of my knowledge are true and complete.			
	Any depository, vendor or other agency herein named is hereby authorized to supply New Jersey Transi Corporation with any information necessary to verify any statement made herein.			
	In addition to an agreement to comply with an Affirmative Action Program as required by New Jersey Public Law 1975, Chapter 127 for equal employment opportunity as part of classification requirements, we do hereby further affirm that we will comply with the rules and regulations which are and/or may be promulgated by the State Treasurer pursuant to the Affirmative Action Law (P.L. 1975, c.127) as amended and supplemented.			
	I certify that the applicant recognizes that one of the criteria in determining a "responsible" bidder under New Jersey Transit Corporation contract specifications is active compliance with the aforesaid Equal Employmen Opportunity Program and that documentation required by this program, as evidence of compliance, may be inspected at the applicant's offices.			
	I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.			
	Signature:			
	Date:			
	Print Name:			
	Print Title:			
	F-mail Address:			

GENERAL PROVISIONS FOR CONSTRUCTION

Table of Contents

1.	GENE	RAL REQUIREMENTS	1
	<u>1.1</u>	ABBREVIATIONS AND DEFINITIONS	
	1.2	ORDER OF PRECEDENCE	7
	<u>1.3</u>	REFERENCED STANDARDS	7
	<u>1.4</u>	INTENTION	8
	<u>1.5</u>	INTERPRETATION	
	<u>1.6</u>	PERMITS, LAWS, AND REGULATIONS	
	<u>1.7</u>	FEDERAL, STATE, AND LOCAL TAXES	
	<u>1.8</u>	INDEPENDENT CONTRACTOR	12
	<u>1.9</u>	ASSIGNING AND SUBCONTRACTING CONTRACT	12
	<u>1.10</u>	CONTRACTING OFFICER'S AUTHORITY	14
	<u>1.11</u>	PROJECT MANAGER'S AUTHORITYCONSTRUCTION MANAGER'S AUTHORITY	14
	<u>1.12</u>	CONSTRUCTION MANAGER'S AUTHORITY	14
	<u>1.13</u>	INSPECTOR'S AUTHORITY	14
	<u>1.14</u>	NOTICE AND COMMUNICATION	
	<u>1.15</u>	DISPUTES	15
	<u>1.16</u>	GOVERNING LAW; CONSENT TO JURISDICTION AND WAIVER OF TRIAL BY JURY	
	<u>1.17</u>	AUDIT AND INSPECTION OF RECORDS	
2.		TRACT TIME, SUSPENSION AND TERMINATION	17
	<u>2.1</u>	TIME OF COMPLETION - DELAY - LIQUIDATED DAMAGES	17
	<u>2.2</u>	NO DAMAGES FOR DELAY	
	<u>2.3</u>	SUSPENSION OF WORK	21
	<u>2.4</u>	TERMINATION FOR CONVENIENCE	21
	<u>2.5</u>	TERMINATION FOR CAUSE	
3.		RACT CHANGES	26
	<u>3.1</u>	CHANGE ORDERS	
	<u>3.2</u>	CHANGE ORDER PRICING	
	<u>3.3</u>	TIME AND MATERIAL (T&M) CHANGE ORDER RECORDS	
	<u>3.4</u>	CONTRACTOR INITIATED CHANGE ORDERS	
	<u>3.5</u>	AUDIT OF CHANGE ORDERS	
	<u>3.6</u>	SUPPLEMENTAL CONSTRUCTION COSTS	
4.		ECTION AND CONTROL OF PREMISES	39
	4.1	RESPONSIBILITY FOR WORK	
	<u>4.2</u>	USE OF PREMISES	
	<u>4.3</u>	MAINTENANCE AND CLEANING OF PREMISES	<u>41</u>
	<u>4.4</u>	FIRE PREVENTION ON PREMISES	
	<u>4.5</u>	PROTECTION AGAINST DAMAGE	
	4.6	PROTECTION OF PRIVATE PROPERTY	
	4.7	PROTECTION OF PUBLIC UTILITIES	44
	4.8	PROTECTION OF EXISTING MONUMENTS.	45
	<u>4.9</u>	MAINTENANCE AND PROTECTION OF ROADWAY AND PEDESTRIAN TRAFFIC	
	<u>4.10</u>	MAINTENANCE OF MARINE TRAFFIC	
	<u>4.11</u>	MAINTENANCE OF RAILROAD TRAFFIC	
	4.12	WORK FURNISHED BY OTHERS	
_	4.13	ARTS IN TRANSITLIZATION AND TEMPORARY FACILITIES	53
5.		LIZATION AND TEMPORARY FACILITIES	54
	<u>5.1</u>	MOBILIZATIONFIELD OFFICE AND SANITARY FACILITIES	54
	<u>5.2</u>	FIELD OFFICE AND SANITARY FACILITIES	50
	<u>5.3</u>	CONSTRUCTION SIGN	
	<u>5.4</u>	TEMPORARY WATERTEMPORARY LIGHT AND POWER	
	<u>5.5</u>		
	<u>5.6</u>	TEMPORARY HEATTEMPORARY PARTITIONS, ENCLOSURES, GLAZING BREAKAGE AND CLEANING	<u></u>
	<u>5.7</u>	TEMPORARY PARTITIONS, ENCLOSURES, GLAZING BREAKAGE AND CLEANING TEMPORARY, INTERMEDIATE AND HIDDEN WORK	02
	<u>5.8</u>		
6.	5.9	DEMOBILIZATIONECT ADMINISTRATION AND DOCUMENT CONTROL	63
U.	LKOJ	LOT ADMINIOTRATION AND DOGUNENT CONTROL	03

GENERAL PROVISIONS FOR CONSTRUCTION

Table of Contents

	<u>6.1</u>	PROJECT MEETINGS	<u>63</u>
	6.2	CONSTRUCTION PROJECT SCHEDULE	65
	6.3	CONTRACT DRAWINGS AND SPECIFICATIONS	69
	6.4	GENERAL REQUIREMENTS FOR SUBMITTALS	
	6.5	SHOP AND WORKING DRAWING SUBMITTALS	
	6.6	SAMPLES SUBMITTALS	
	6.7	PRODUCT AND SUBMITTALS	
	6.8	VALUE ENGINEERING SUBMITTALS	78
	6.9	PROGRESS PHOTOGRAPH SUBMITTALS	79
	6.10	REPORTS, RECORDS AND DATA SUBMITTALS	80
	6.11	AS-BUILT DRAWINGS AND QUANTITIES SUBMITTAL	80
7.	QUAL	LITY ASSURANCE AND QUALITY CONTROL	81
	<u>7.1</u>	QUALITY ASSURANCE	81
	7.2	MATERIAL - WORKMANSHIP - LABOR	82
	7.3	INSPECTION OF WORK	
	7.4	PLANT INSPECTION	85
	7.5	INSTALLED EQUIPMENT TESTING AND TRAINING	85
	7.6	LABORATORY TESTING AND INSPECTION	
	7.7	CERTIFICATION OF COMPLIANCE	89
	7.8	NON-CONFORMING WORK AND MATERIALS	90
	7.9	WARRANTY AGAINST DEFECTIVE WORK	
8.	EXCA	AVATION AND DIFFERING SITE CONDITIONS	92
	<u>8.1</u>	UNCLASSIFIED EXCAVATION	92
	8.2	MEASUREMENT OF PAY LIMITS FOR EXCAVATION	92
	8.3	SOIL BORINGS.	92
	8.4	SOIL BORINGSDIFFERING, LATENT OR UNUSUAL SITE CONDITIONS	92
	8.5	ARCHEOLOGICAL FINDINGS	93
9.	INDE	MNIFICATION AND LIABILITY	93
	<u>9.1</u>	INDEMNIFICATION; RISKS ASSUMED BY THE CONTRACTOR	93
	9.2	INSURANCE	
	9.3	LIMITATIONS OF LIABILITY	99
	<u>9.4</u>	NO THIRD PARTY BENEFICIARIES	99
	<u>9.5</u>	PERSONAL LIABILITY OF PUBLIC OFFICIALS	99
	<u>9.6</u>	INTELLECTUAL PROPERTY	99
	<u>9.7</u>	ENVIRONMENTAL COMPLIANCE AND LIABILITY	100
10.	ETHIC	CAL REQUIREMENTS	101
	<u>10.1</u>	COVENANT AGAINST CONTINGENT FEES	101
	<u>10.2</u>	OFFICIALS NOT TO BENEFIT	101
	<u>10.3</u>	GRATUITIES	
	<u>10.4</u>	NJ TRANSIT CODE OF ETHICS	
11.	SOC	CIAL AND ECONOMIC REQUIREMENTS	103
	<u>11.1</u>		
	<u>11.2</u>	EQUAL OPPORTUNITY	104
	<u>11.3</u>	UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES	
12.	MEAS	SUREMENT AND PAYMENT	112
	<u>12.1</u>	SCOPE OF PAYMENTQUANTITIES: MEASUREMENT AND PAYMENT	<u>112</u>
	12.2		
	12.3 12.4	PARTIAL PAYMENTS	
	<u>12.4</u>	MATERIALS PAYMENTS	
	<u>12.5</u>	RETAINAGE	115
	<u>12.6</u>	SUBCONTRACTOR PAYMENTS AND RETAINAGE	
	<u>12.7</u>	PAYMENTS WITHHELD	
	<u>12.8</u>	FINAL PAYMENT	
12.9		TTING OFF TAX ARREARS AGAINST SUMS OWED	119
13.		EPTANCE AND COMPLETION	120
	<u>13.1</u>	PARTIAL ACCEPTANCE	120

GENERAL PROVISIONS FOR CONSTRUCTION

Table of Contents

	13.2	SUBSTANTIAL COMPLETION	
	13.3	COMPLETION AND FINAL ACCEPTANCE OF THE WORK	121
14.	FEDER	AL PROVISIONS	122
	<u>14.1</u>	EMPLOYEE PROTECTIONS-CONSTRUCTION ACTIVITIES	122
	<u>14.2</u>	CLEAN WATER AND CLEAN AIR ACTS	130
	<u>14.3</u>	BUY AMERICA	131
	<u>14.4</u>	FLY AMERICA REQUIREMENTS	
	<u>14.5</u>	CARGO PREFERENCE - USE OF U.S. FLAG VESSELS	131
	14.6	ENERGY CONSERVATION	132
	14.7	CONTRACT WORK HOURS AND SAFETY STANDARDS	132
	<u>14.8</u>	CIVIL RIGHTS	132
	<u>14.9</u>	PATENT RIGHTS	134
	<u>14.10</u>	RCRA REQUIREMENTS: BUILDING INSULATION PRODUCTS AND FLY ASH IN CONCRETE	134
	<u>14.11</u>	FEDERAL EEO PROVISIONS FOR CONSTRUCTION CONTRACTS	137
	<u>14.12</u>	LIMITATIONS ON LOBBYING	146
	14.13	SEISMIC SAFETY	147
	<u>14.14</u>	EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS	147
	<u>14.15</u>	NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES	147
	14.16	FALSE OR FRAUDULENT STATEMENTS AND CLAIMS	147
	<u>14.18</u>	FEDERAL AID, LAWS AND REGULATIONS	148

APPENDIX A - SUBCONTRACTOR EVALUATION DATA FORM

APPENDIX B - CLOSEOUT FORMS

APPENDIX C - CONTRACT EXECUTION FORM

APPENDIX D - GOVERNING RULES FOR WORKING WITHIN THE RAILROAD RIGHT OF WAY

APPENDIX E - AGREEMENT BETWEEN CONTRACTOR AND ARTIST

GENERAL PROVISIONS FOR CONSTRUCTION

1. GENERAL REQUIREMENTS

1.1 ABBREVIATIONS AND DEFINITIONS

1.1.1 ABBREVIATIONS:

AAR Association of American Railroads

AASHTO American Association of State Highway and Transportation Officials

AMTRAK National Railroad Passenger Corporation

ANSI American National Standards Institute (Formerly USASI, United States of American

Standards Institute, and ASA, American Standard Association)

AREMA American Railway Engineering and Maintenance Association (Formerly AREA, American

Railway Engineering Association)

<u>ASTM</u> American Society for Testing and Materials

CONRAIL Consolidated Rail Corporation
CFR Code of Federal Regulations

CPM Critical Path Method

<u>DCA</u> New Jersey Department of Community Affairs

FTA Federal Transit Administration

IOM Integrity Oversight Monitor

MSDS Material Safety Data Sheet(s)

NFPA National Fire Protection Association

New Jersey Administrative Code

New Jersey Department of Transportation

New Jersey Uniform Fire Code

NJ TRANSIT

New Jersey Transit Corporation

New Jersey Uniform Construction Code

NPC Notice of Proposed Change

OSHA Occupational Safety and Health Administration, and Occupational Safety and Health Act

of 1970, and amendments thereto; United States Department of Labor

PMO Project Management Oversight

RFI Request for Information

USDOT United States Department of Transportation

1.1.2 DEFINITIONS:

Acceptance of the Work: The act of the Contracting Officer, or the Contracting Officer's authorized representative, by which NJ TRANSIT accepts the work performed as partial or complete performance of the requirements of the Contract on the part of the Contractor.

<u>Addendum (plural Addenda)</u>: Written interpretations, clarifications, and revisions to any of the Contract Documents issued by NJ TRANSIT before the Bid opening.

<u>Advertisement</u>: The public announcement, as required by law, inviting Bids for work to be performed, materials to be furnished, or both.

<u>Affiliate:</u> Any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

Allowance: An item included in the Bidder's Proposal for the exclusive use and benefit of NJ TRANSIT.

<u>Approved Equal</u>: A product which, in the opinion of the Engineer, complies with the technical specification requirements in form, fit, functionality, maintainability, useful life and quality of performance.

<u>Approval</u>: The written endorsement, sanction, or authorization by NJ TRANSIT of a proposal, plan, procedure, action, document, report, specification, design, or any part thereof, undertaken, promulgated, or developed by the Contractor in accordance with the indicated requirements of the Contract.

<u>Architect</u>: The term Architect shall be used interchangeably with Engineer and shall have the same meaning as Engineer.

Award: The approval by NJ TRANSIT of the Bid and written notice of same to the tenderer of said Bid.

<u>Bid</u>: The proposal or offer of the Bidder for the Work, when made out and submitted on the prescribed Bid Forms, properly signed, dated, and guaranteed, and which includes the schedule of Bid Items.

<u>Bid Security</u>: The Bid bond, cashier's check, certified check or irrevocable letter of credit accompanying the Bid submitted by the Bidder guaranteeing that the Bidder will enter into a Contract with NJ TRANSIT for the performance of the Work indicated and will provide acceptable bonds and insurance if the Contract is awarded to it.

<u>Bidder</u>: An individual, firm, partnership, corporation, joint venture or combination thereof submitting a proposal for the Work contemplated as a single business entity and acting directly or through a duly authorized representative.

<u>Bidder's Proposal</u>: The prescribed Bid Form which contains the schedule of Bid Items and the Bidder's declaration to perform the work for the prices bid.

<u>Business Organization</u>: An individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

<u>Business Registration</u>: A business registration certificate issued by the Department of the Treasury or such other form or verification that a Contractor or Subcontractor is registered with the Department of Treasury.

Calendar Day: Each and every day shown on the calendar.

<u>Change Order</u>: A written order issued by the Contracting Officer of NJ TRANSIT to the Contractor delineating changes in the Contract Documents in conjunction with one or more Notice(s) of Proposed Change and establishing, if appropriate, an equitable adjustment to the Contract Price or Contract Time for the work affected by the change(s).

<u>Construction Equipment</u>: All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper and acceptable completion of the Work.

<u>Construction Manager</u>: NJ TRANSIT's Assistant Executive Director (AED) of Capital Planning and Programs acting, directly or through the AED's authorized representatives at the Construction Site, within the scope of duties assigned to him or her.

<u>Construction Site</u>: The geographical area of the property at which the contract work is performed, as authorized and identified by NJ TRANSIT.

Consultant: A firm or individual contracting with and providing professional services to NJ TRANSIT.

<u>Contract</u>: The written agreement executed by the Contracting Officer of NJ TRANSIT and the Contractor which covers the performance of the Work, the furnishing of labor, materials, tools and equipment and the basis of payment, and which incorporates the various Contract Documents. The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements either written or oral.

<u>Contract Documents</u>: The Contract Documents include: The General Provisions for Construction, Special Provisions, Technical Provisions, Contract Drawings, Contract Forms, Documents referenced by these specifications, the Notice(s) to Proceed, Directive Letters, Change Orders, and Addenda.

<u>Contract Drawings</u>: The official plans, sections, elevations and details in the Contract Documents or amendments thereto and supplemental drawings approved by NJ TRANSIT which show the locations, character, dimensions and details of the Work to be performed.

<u>Contract Item (Pay Item)</u>: A specifically described product or unit of work for which a price is listed in the Contract or the Bidder's Proposal.

<u>Contractor Initiated Change Order Request (CICOR)</u>: A request submitted to NJ TRANSIT by the Contractor specifying a proposed addition, deduction, or change to the Contract Documents.

<u>Contract Limit</u>: The lines shown on the drawings beyond which no construction work shall be performed unless otherwise noted on the drawings or in the specifications.

<u>Contract Time</u>: The number of calendar days or specified date set forth in the Contract for substantial completion of the Work, including amendments authorized by Change Order thereto; also referred to as Time of Completion. Contract Time begins on the date of the Notice to Proceed which is day one (1) of the Contract Time.

<u>Contracting Officer</u>: NJ TRANSIT's Chief of Procurement & Support Services acting, directly or through the Chief of Procurement & Support Services authorized representative(s), within the scope of duties assigned to him or her.

<u>Contractor</u>: The individual, firm, partnerships, corporation, joint venture, or any combination thereof, who, as an independent contractor, has entered into a Contract with NJ TRANSIT, as party or parties of the second part and who is referred to throughout the Contract Documents by singular number and non-specific gender.

<u>Days</u>: Days as used in the Specifications shall be understood to mean calendar days unless otherwise designated.

<u>Directive Letter</u>: A letter issued by the Contracting Officer, or the Contracting Officer's duly authorized designee, directing the Contractor to proceed with added, deleted or changed work.

Drawings: See Contract Drawings.

<u>Engineer</u>: The authorized representative of NJ TRANSIT providing design and engineering services for the Project. This may be either internal NJ TRANSIT staff or an outside consultant.

<u>Execution of the Contract</u>: The signing of the Contract by the authorized representative of NJ TRANSIT and the authorized representative of the Contractor.

<u>Executive Director</u>: The chief executive officer of NJ TRANSIT appointed in accordance with <u>N.J.S.A.</u> 27:25-1 <u>et seq.</u> and NJ TRANSIT's by-laws, or his/her designee.

<u>Extra Work</u>: An item of work not provided for in the Contract as awarded but found essential to the acceptable completion of the Contract within its intended scope.

<u>Failure</u>: Inability of a component, equipment, or system to function or perform in accordance with the indicated requirements.

<u>Federal Transit Administration</u>: Formerly known as the Urban Mass Transportation Administration, an agency within the United States Department of Transportation.

<u>Final Inspection</u>: The inspection conducted by the Project Manager to determine if the Work, or any substantial portion thereof, declared by the Contractor to be completed, has been satisfactorily completed in accordance with the requirements of the Contract and Contract Documents, and properly conditioned for final acceptance by the Contracting Officer.

<u>Form, Fit, and Function</u>: The technical documentation describing the physical and functional characteristics of an item as an entity, but not including any characteristics of the elements making up the item.

<u>General Provisions</u>: The general conditions of the Contract set forth in the Contract Documents as the General Provisions for Construction.

Government: The Government of the United States of America.

<u>Holidays</u>: Specific days on which NJ TRANSIT is not open for business.

<u>Inspector</u>: The Construction Manager's authorized representative assigned to observe Contract performance and materials furnished by the Contractor.

Installed Equipment: Equipment incorporated into the Work under this Contract.

<u>Installer</u>: The Contractor or entity (person or firm) engaged by the Contractor or its Subcontractor at any tier for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operations.

<u>Integrity Oversight Monitor</u>: A private entity that contracts to provide specialized services to ensure legal compliance, detect misconduct, and promote best practices in the administration of recovery and rebuilding projects, which services may include, but should not be limited to, legal, investigative, accounting, forensic accounting, engineering, other professional specialties, risk assessment, developing compliance system constructs, loss prevention, monitoring, contract managers and independent private inspectors general.

<u>Invitation for Bids</u>: The set of documents issued by NJ TRANSIT's Procurement Department for the purpose of soliciting Bids.

<u>Joint Venture</u>: A legal association of Contractors formed for the purpose of bidding and executing a Contract as a single business entity.

Logo: An abbreviation for logotype, trademark or symbol.

<u>Materials</u>: Substances specified for use in the Work and its appurtenances.

<u>NJ TRANSIT</u>: A public instrumentality of the State of New Jersey established by the New Jersey Public Transportation Act, <u>N.J.S.A.</u> 27:25-1 <u>et seq.</u> (L. 1979, c.150).

<u>Notice of Proposed Change (NPC)</u>: A notice issued to the Contractor by NJ TRANSIT specifying a proposed addition, deduction or change to the Contract Documents. A Notice of Proposed Change is not an order to incorporate revisions into the Work.

Notice(s) to Proceed: The written directive from the Contracting Officer to the Contractor authorizing the Contractor to begin the prosecution of the Work in the initial Contract or for added, deleted or changed Work.

Owner: The New Jersey Transit Corporation (NJ TRANSIT).

<u>Performance and Payment Bonds</u>: The approved form of security furnished by the Contractor and it surety guaranteeing complete performance of the Contract in conformity with the Contract Documents and the payment of legal obligations pertaining to the construction of the Contract.

<u>Project</u>: The specific Work required to be performed by the Contractor as described in the Contract Documents.

<u>Project Data</u>: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, performance and test data, test procedures, existing drawings, operational manuals, maintenance manuals, spare parts lists and data, descriptive literature, catalogs, catalog cuts, and other information furnished by the Contractor to illustrate a material, product or equipment and to support its test, installation, operation or maintenance.

<u>Project Management Oversight</u>: Continuous review and evaluation of grantees and FTA processes to ensure compliance with federal, state and local statutory, administrative and regulatory requirements.

<u>Project Manager</u>: NJ TRANSIT's Assistant Executive Director (AED) of Capital Planning and Programs or Deputy General Manager (DGM) of Infrastructure Design acting, directly or through the their authorized representative(s), within the scope of the particular duties assigned to him or her.

Proposal: See Bid.

<u>Purchase Order</u>: The written document generated by the Procurement Department and issued to the Contractor for billing purposes.

Quotation: The Contractor's written response to the Notice of Proposed Change.

<u>Reliability</u>: The probability that equipment or a system will perform its intended functions without failure and within design parameters under specified operating conditions for which designed and for a specific period of time.

Remaining Work: Any and all Work remaining to be performed after Substantial Completion, including but not limited to, punch list work, which in the opinion of the Engineer is necessary for full conformance to the Contract.

<u>Samples</u>: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the acceptability of the Work will be judged.

Shop Drawings: Original drawings, submitted to the Construction Manager by or through the Contractor, Subcontractor or any lower tier Subcontractor pursuant to the Work, including, but not limited to: stress sheets, working drawings, diagrams, illustrations, schedules, performance charts, brochures, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, reinforced concrete formwork drawings, or other supplementary plans or similar data which are prepared by the Contractor or a Subcontractor, manufacturer, supplier or distributor, and which the Contractor is required to submit to the Construction Manager for review and approval by the Engineer.

<u>Special Provisions</u>: Special Provisions are supplementary specified clauses setting forth conditions or requirements peculiar to the Work taking precedence over the General Provisions.

<u>Specifications</u>: The directions, provisions, and requirements contained or referred to in the Contract Documents, together with all duly authorized written agreements and directives made or to be made pertaining to the manner of performing the Work, or to the quantities and qualities of materials to be furnished or the quantities and qualities of work to be performed under the Contract.

State: State of New Jersey.

<u>Subcontractor</u>: Any individual, partnership, firm or corporation who undertakes for the Contractor, with the prior approval of the Project Manager, the partial or total manufacture or installation, or both, of one or more items of work under the terms of the Contract, or who performs other services for the Contractor as required to fulfill the terms of this Contract, by virtue of an agreement with the Contractor.

<u>Substantial Completion</u>: The point at which the Project Manager determines that the performance of work or portion thereof under the Contract, except Remaining Work, has been completed: provided that the Project Manager has determined, in the Project Manager's sole discretion, that (1) the project is safe and convenient for use and occupancy by the public and NJ TRANSIT employees and visitors; and (2) the project and facilities resulting therefrom may be used for the purposes for which they were intended.

<u>Substitution</u>: A product which, in the opinion of the Engineer, does not comply in form, fit, functionality, maintainability, useful life and quality of performance, with the technical specification requirements yet is proposed by the Contractor for incorporation into the Work in lieu of a specified product.

<u>Superintendent</u>: The Contractor's designated representative at the Construction Site responsible for the supervision and coordination of the Work.

<u>Supplier</u>: Any individual, partnership, firm or corporation which provides materials or equipment but not labor or services to the Contractor in partial fulfillment of the Scope of the Work of the Contract and who is responsible to the Contractor by virtue of an agreement.

<u>Surety</u>: The corporate body authorized to issue surety bonds in New Jersey which is bound with and for the Contractor for the guarantee of its proposal and the satisfactory performance of the Work by the

Contractor, and the prompt payment in full for materials, labor, equipment, rentals, utility services, and debts and obligations, as provided in the bonds.

<u>Total Bid</u>: The total monetary amount of the Bidder's proposal in dollars for performance of the Work of the entire Contract.

<u>Technical Data</u>: Written, typed or printed material prepared by the Contractor, Subcontractors, vendors and suppliers or others, whether or not copyrighted, and submitted by the Contractor in response to the requirements set forth in these specifications. Technical data include, but are not limited to, product data, shop drawings, pictorial representations, reports, schedules, studies, and assessments.

<u>Technical Provisions</u>: The Technical Provisions are specific requirements setting forth the materials and methods required to accomplish the Work.

<u>U.S. Department of Transportation</u>: The Secretary of the U.S. Department of Transportation, and other persons who may at the time be acting in the capacity of the Secretary, or an authorized representative or other persons otherwise authorized to perform the functions to be performed by USDOT, including representatives of the Federal Transit Administration (FTA).

<u>Work</u>: Work shall mean the furnishing of labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Project and the carrying out of the duties and obligations imposed by the Contract, including alterations, amendments or extensions.

1.2 ORDER OF PRECEDENCE

The sequence of precedence pertaining to the Contract Documents is as follows:

Contract Change Orders and Directive Letters

Addenda, if any

Special Provisions, if any

General Provisions

Technical Provisions

Details

Figured Dimensions

Scaled Dimensions

Drawings

Referenced Standards

1.3 REFERENCED STANDARDS

1.3.1 All materials, equipment and workmanship, specified by the number, symbol or title of a referenced standard shall comply with the latest edition or revision thereof and all amendments and supplements thereto in effect on the date of the opening Bids, except where a particular issue is indicated in the reference. Where products or workmanship are specified by an association, trade or federal standard, Contractor shall comply with the requirements of that standard, except where exceeded by the requirements of the Contract plans and specifications or regulatory authorities. Where referenced

standards are in conflict, the more stringent shall apply. In case of conflicting requirements between Referenced Standards and the Contract Documents, the Contract Documents shall govern.

- 1.3.2 Where the New Jersey Uniform Construction Code, its adopted subcodes and their referenced standards, and the other regulations described in Article 1.6 are silent regarding the construction requirements of the work specified herein, installation shall be in accordance with the most current versions of the following:
 - National Fire Protection Association (NFPA) <u>Standard 130 Standard for Fixed Guideway</u>
 Transit Systems;
 - 2.) American Railway Engineering and Maintenance Association (AREMA) Manual of Railway Engineering;
 - 3.) Industrial Risk Insurers (IRI) Standards;
 - 4.) NJ TRANSIT Standards as identified in the Contract Documents;
 - 5.) NJ TRANSIT Graphic Standards Manual; and
 - 6.) NJDOT Standard Specification for Road Bridge Construction (except Section 100).

1.4 INTENTION

- 1.4.1 The Contract Documents are intended to provide for and comprise everything necessary to the proper and complete finishing of the work in every part notwithstanding that each and every item necessary may not be shown on drawings or mentioned in the specifications. The Contractor shall abide by and comply with the true intent and meaning of all the Contract Documents taken as a whole, and shall not avail itself of any apparent error or omission, should any exist.
- 1.4.2 The Contractor's execution of this Contract constitutes its certification that it satisfied itself, through personal inspection, as to the correctness of information given which may affect the quantity, size and quality of materials required for a satisfactorily completed Contract, whether or not such information is indicated on the Drawings or within the Specifications. The Contractor confirms that it checked and verified conditions outside of the Contract Limit Lines to determine whether or not any conflict exists between elevations or other data shown on the drawings and existing elevations or other data outside of the Contract Limit Lines.
- 1.4.3 Work that may be called for in the Specifications and not shown on the Drawings or shown on the Drawings and not called for in the Specifications, shall be executed and furnished by the Contractor as if described in both. Should work or materials be required which are necessary for the proper carrying out of the intent thereof, the Contractor shall understand same to be implied and required and it shall perform such work and furnish such materials as fully as if they were particularly delineated or described.
- 1.4.4 The Contractor shall not at any time after the execution of this Contract set up any claims whatsoever based upon insufficient data, patent ambiguities, inconsistencies or confusion in the Contract Documents or incorrectly assumed conditions, nor shall it claim any misunderstanding with regard to the nature,

conditions or character of the work to be done under the Contract, except as provided for under Article 8.4- DIFFERING, LATENT OR UNUSUAL SITE CONDITIONS.

- 1.4.5 Should any error or discrepancy appear or should any doubt exist or any dispute arise as to the true intent and meaning of the Contract Documents, or should any portion of same be obscure or capable of more than one method of construction, the Contractor shall immediately apply in writing to the Construction Manager for the correction or explanation thereof and, in case of dispute, the Contracting Officer's decision shall be final.
- 1.4.6 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 1.4.7 NJ TRANSIT may act directly through its own employees or may act indirectly through retained independent third party Contractors and consultants and their employees. The Contractor shall be advised by the Contracting Officer of those persons authorized to act on NJ TRANSIT's behalf.
- 1.4.8 A waiver on the part of NJ TRANSIT of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

1.5 INTERPRETATION

- 1.5.1 The headings of the articles herein are for convenience of reference only and shall have no bearing on their interpretation. Whenever in these Contract Documents the following terms are used, the intent and meaning shall be interpreted as defined herein. All of the terms used herein are treated throughout the Contract as if each were the singular number and non-specific gender.
- 1.5.2 Wherever in the Contract Documents the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription" of NJ TRANSIT is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import, shall mean "approved by", or "acceptable to", or "satisfactory to" NJ TRANSIT unless otherwise expressly stated. Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the Specifications and Drawings accompanying the Contract unless stated otherwise.
- 1.5.3 References to all Articles or Sections include all Sub-articles or subsections under the Article referenced, and references to all Sub-articles include all sub-Sub-articles.

- 1.6 PERMITS, LAWS, AND REGULATIONS
- 1.6.1 NJ TRANSIT in entering into this Contract does not waive its sovereign immunity except as provided in the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The terms and conditions of the Contract are not intended to, and shall not be deemed to expand the waiver of sovereign immunity as set forth in that Act.
- The work under this Contract is subject to Federal, State, and local laws, ordinances, codes, and regulations, including those of railroad companies and utility companies, for work on the Project. Except as otherwise provided in the Contract Documents, the Contractor shall obtain and pay for necessary permits and make necessary arrangements with the authorities having jurisdiction. Where the Contractor's compliance with Federal, State or local laws, ordinances, codes or regulations may or will conflict with the Contract, the Contractor shall notify the Construction Manager in writing for appropriate action.
- 1.6.3 NJ TRANSIT will supply the Contractor with applications for construction permits, as required by the New Jersey Department of Community Affairs (DCA). The Contractor shall return within seven (7) calendar days permit applications signed and sealed to NJ TRANSIT. NJ TRANSIT will submit the Contractor's applications along with all fees required, to the DCA. The fees for all DCA applications shall be the responsibility of NJ TRANSIT.
 - (a) Except as otherwise provided in the Contract Documents, all work shall be performed in accordance with the New Jersey Uniform Construction Code (NJUCC), <u>N.J.A.C.</u> 5:23-1 <u>et seq.</u>, its adopted subcodes, and their referenced standards. Specific requirements of the NJUCC and its adopted subcodes shall supersede any conflicting requirements in other documents referenced herein.
 - (b) The Contractor shall be responsible for assisting NJ TRANSIT in the preparation and submission of any new or revised plans and specifications required due to DCA requests for clarification, changes in scope of work, etc., necessary for obtaining amended or additional permits or approvals for work for which NJ TRANSIT has already secured construction permits.
 - (c) The Contractor shall be responsible for requesting utility location markups and obtaining permits and approvals from utility authorities and other authorities having jurisdiction.
- 1.6.4 It shall be the responsibility of the Contractor to keep itself fully informed concerning all requirements of law, including but not limited to, all Federal, State, and local laws, ordinances, codes, and regulations which in any manner affect the Project, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. The Contractor shall at all times observe, and shall cause its subcontractors, agents, and employees to observe, such requirements of law, and shall defend, indemnify, save, and hold harmless the State of New Jersey and NJ TRANSIT and all of their officers, agents, and employees against claims and liabilities arising from or based upon the violation of such requirement of law whether by the Contractor or its agents, Subcontractors or employees.

- 1.6.5 Plumbing, drainage, and sewage disposal work shall conform with applicable Federal, State and all relevant utility regulator environmental laws and regulations.
- 1.6.6 Electrical and applicable mechanical materials and systems shall bear the label of the Underwriters' Laboratories (UL) and shall be listed in the publication issued by the UL. Other materials or systems bearing labels of other testing laboratories may be accepted upon written approval of the Engineer. Rules of the National Fire Protection Association shall be followed explicitly unless deviations are agreed to in writing by the Engineer or otherwise modified by these specifications.
- 1.6.7 Work shall be conducted in accordance with the State of New Jersey Department of Labor and Industry Construction Safety Code, as promulgated by the Commissioner of Labor and Industry under the authority of the Construction Safety Act, N.J.S.A. 34:5-166 to 34:5-181, and applicable provisions of the Occupational Safety and Health Administration (OSHA), 29 C.F.R. 1910, Rules and Regulations. Where the Construction Safety Code refers to the designation of General Contractor for enforcing compliance with the Code, such designation shall be intended to refer to the Contractor.
- 1.6.8 Construction work shall be performed in accordance with the requirements of the New Jersey Uniform Fire Code (NJUFC), N.J.A.C. 5:71-1 et seq.
- 1.6.9 The Contractor shall immediately notify the Construction Manager should any review or inspection by any regulatory agency or official result in the issuance of a citation or notice of violation of any permit, regulation, statute or other governmental rule.

1.7 FEDERAL, STATE, AND LOCAL TAXES

Except as may be otherwise provided in the Contract, each Contract Item shall include all applicable taxes and duties. N.J.S.A. 54:32B-9 provides that any sale or service to NJ TRANSIT is not subject to the sales and use taxes imposed under the Sales and Use Tax Act. N.J.S.A. 54:32B-8.22 provides that sales made to Contractors or repairmen of materials, supplies or services for exclusive use in erecting structures, or building on, or otherwise improving, altering or repairing real property of NJ TRANSIT are exempt from the tax on retail sales imposed by the Sales and Use Tax Act. The exemption provided under N.J.S.A. 54:32B-8.22 is conditioned on the person seeking such exemption qualifying therefore pursuant to the rules and regulations and upon the forms prescribed by the New Jersey Division of Taxation. The required form, "Contractor's Exemption Purchase Certificate" (Form No. ST-13), can be obtained by writing or calling the New Jersey Division of Taxation, Tax Information Service (TIS), West State and Willow Streets, Trenton, New Jersey 08625.

NJ TRANSIT is exempt from Federal Excise Taxes. The State of New Jersey's Federal Excise Tax exemption number is 22-75-0050K.

The Contractor and any Subcontractor providing goods or performing services under the Contract, and each of their Affiliates, shall, during the term of the Contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

1.8 INDEPENDENT CONTRACTOR

The relationship of the Contractor to NJ TRANSIT is that of an independent Contractor, and said Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither conduct itself as nor claim to be an officer or employee of NJ TRANSIT or the State by reason thereof. The Contractor will not, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of NJ TRANSIT or the State, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

1.9 ASSIGNING AND SUBCONTRACTING CONTRACT

- 1.9.1 The Contractor shall not transfer, assign or otherwise dispose of the Contract or Contract funds, due or to become due, or claims of any nature it has against NJ TRANSIT to any other party except upon the express written approval of NJ TRANSIT, which approval NJ TRANSIT shall not unreasonably withhold. Application for subcontracting any part or parts of the work shall be made by the Contractor and shall be addressed to NJ TRANSIT through the Construction Manager. The Contractor shall perform with its own organization and with the assistance of workmen under its immediate superintendence, work amounting to not less than twenty (20) percent of the Contract Price, exclusive of Bid Items for Insurance, Performance/Payment Bonds, Mobilization and Allowances.
- 1.9.2 At the Preconstruction Meeting, the Contractor shall submit to the Construction Manager a list of, and Subcontractor Evaluation Data Forms (Appendix A) for, all Subcontractors to be used on the Project within the first two months. The list shall identify the Subcontractor's name, nature of work and value of work to be performed, and date work is to start. Thereafter, the Contractor shall provide the Construction Manager with at least fifteen (15) calendar days' notice before engaging additional or alternative Subcontractors. Each proposed Subcontractor shall submit a completed Subcontractor Evaluation Data Form. NJ TRANSIT reserves the right to reject any Subcontractor with unsatisfactory qualifications, experience or record of performance. No Contract shall be entered into by the Contractor with a Subcontractor before its name has been approved in writing by the Construction Manager.

All Subcontractors are required to comply with the Public Works Contractor Registration Act N.J.S.A. 34:11-56.48 et seq. as amended. Subcontractors shall not engage in the performance of any public work as defined in N.J.S.A. 34:11-56.26 unless the Subcontractor is registered pursuant to the Act. As part of the

post award Subcontractor approval process detailed above, certificates of registration shall be submitted to NJ TRANSIT's Construction Manager for each Subcontractor.

In accordance with N.J.S.A. 52:32-44 all Subcontractors must obtain a Business Registration Certificate prior to performing work or providing goods and/or services on the contract. A Subcontractor shall provide a copy of its business registration to the Contractor who shall forward it to NJ TRANSIT. No contract with a Subcontractor shall be entered into by the Contractor unless the Subcontractor first provides proof of valid business registration.

The Contractor shall maintain a list of the names of all Subcontractors and their current addresses, updated as necessary during the course of the Contract performance. In conjunction with the Subcontractor approval process detailed above, the Contractor shall submit a complete and accurate list of the Subcontractors to NJ TRANSIT before for final payment is made.

- 1.9.3 The Contractor agrees that it is as fully responsible to NJ TRANSIT for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor hereby gives its assurance that, when minimum wage rates are specified, they shall apply to labor performed on all work subcontracted, assigned or otherwise disposed of in any way.
- 1.9.4 The Contractor agrees to bind every Subcontractor to and have every Subcontractor agree to be bound by the terms of the Contract Documents, as far as applicable to its work. Each Subcontractor Evaluation Data Form shall contain the Subcontractor's certification that it has reviewed and is familiar with the Contract Documents in their entirety and that the Subcontractor shall comply with all Contract requirements.
- 1.9.5 It is understood, however, that any consent of NJ TRANSIT for the subcontracting of any of the work of the Contract in no way relieves the Contractor from its full obligations under the Contract. Approval by NJ TRANSIT of a Subcontractor, including a material supplier, does not relieve the Contractor or its Subcontractor of the responsibility of complying with the Contract Documents. Further, the approval of a Subcontractor does not imply approval of any material, installed equipment, substitution or additional approved equal.
- 1.9.6 When the Contractor proposes to subcontract a portion of an item which involves a breakdown of the unit of measurement of that item, it shall submit a breakdown of cost showing the value of the portion of the item to be subcontracted in relation to the value of the whole item, which shall be subject to the approval of NJ TRANSIT.
- 1.9.7 Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and NJ TRANSIT. The consent to subcontract any part of the work shall not be construed to

be an approval of the said subcontract or of any of its terms, but shall operate only as an approval of the Contractor's request for the making of a subcontract between the Contractor and its chosen Subcontractor.

1.10 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the final interpreter of the terms and conditions of the Contract and the judge of its performance. The Contracting Officer has the sole authority to execute the Contract; order additions, deductions and changes to the Work; render final decisions on disputes; suspend or terminate the Work, or portions thereof; and accept or reject Contractor performance.

1.11 PROJECT MANAGER'S AUTHORITY

In connection with the Work to be performed under the Contract, the Project Manager shall be the technical representative of the Contracting Officer. The Project Manager shall review and approve the Contractor's invoices, after certification by the Construction Manager, and the Project Manager shall authorize payments. When duly authorized in writing by the Contracting Officer, the Project Manager shall have the authority to give approval of and order changes in the Work. The limits of this authorization shall be specified in writing by the Contracting Officer and provided to the Contractor. The Project Manager shall monitor the performance of the Contract, shall determine Substantial Completion of the Work and recommend to the Contracting Officer its Final Acceptance.

1.12 CONSTRUCTION MANAGER'S AUTHORITY

The Construction Manager shall apply the Contract Documents, and shall judge the quantity, quality, fitness and acceptability of all parts of the work. In addition, the Construction Manager shall determine whether specific items of construction work, methods or materials are properly specified in the Contract Documents. In the event of a dispute, the Contractor shall proceed diligently with the performance of the work in accordance with the Construction Manager's determination, pending the decision of the Contracting Officer. The Construction Manager shall certify Contractor's invoices for work performed and materials delivered to the site, and shall be given access to the work for inspection at all times. The Construction Manager shall not have authority to give approval of nor order changes in work which alter the terms or conditions of the Contract, nor which involve additional cost or Contract Time unless duly authorized in writing by the Contracting Officer. The Construction Manager may, however, make recommendations to the Contracting Officer for such changes, whether or not costs are to be revised and the Contracting Officer may act, at the Contracting Officer's discretion, on the basis of the Construction Manager's recommendations. The Construction Manager has the authority to reject unsuitable material or suspend work that is being improperly performed.

1.13 INSPECTOR'S AUTHORITY

Inspectors are authorized to inspect work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. Inspectors are not authorized to alter or waive the provisions of the Contract. Inspectors are not authorized

to issue instructions contrary to the Contract Documents, or to act as foremen for the Contractor; however, they shall have the authority to reject work or materials until a question at issue can be referred to and decided by the Construction Manager.

1.14 NOTICE AND COMMUNICATION

- 1.14.1 Written notice shall be deemed to have been duly served and received by NJ TRANSIT and the Contractor if: (A) Delivered in person to the intended individual, to a member of the firm, an officer of the corporation or their authorized representative on the Work, or (B) Sent by certified mail, or other mail or courier service, with delivery receipt, to the last business address known to the individual who gives the notice, or (C) Sent by telefacsimile or electronic mail, followed by a hard copy to the last business address known to the individual who gives the notice.
- 1.14.2 Communications to the Contractor shall be transmitted through and coordinated by the Contractor's authorized representative(s), as designated at the Pre-Construction Conference.
- 1.14.3 Communications to NJ TRANSIT shall be transmitted through and coordinated by the Construction Manager. Correspondence shall be addressed to the appropriate NJ TRANSIT authorized representative as set forth in the Contract Documents or as otherwise designated by NJ TRANSIT at the Pre-Construction Conference. Upon written notice to the Contractor, NJ TRANSIT may change its authorized designee(s) at any time.
- 1.14.4 All communications to NJ TRANSIT shall be clearly marked with NJ TRANSIT's Contract Number and Contract Title

1.15 DISPUTES

Disputes regarding whether a party has failed to make payments may be submitted to a process of alternative dispute resolution. Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Contracting Officer. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Contracting Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with performance of the Contract in accordance with the decision of the authorized representative of the Contracting Officer.

- 1.16 GOVERNING LAW; CONSENT TO JURISDICTION AND WAIVER OF TRIAL BY JURY
- 1.16.1 This Contract shall be construed in accordance with and shall be governed by the Constitution and laws of the State of New Jersey.

1.16.2 Except as otherwise provided in this Contract, disputes and claims arising under this Contract which are not disposed of by mutual agreement shall be governed by the laws of the State of New Jersey as they may from time to time be in effect. The Contractor, by entering into this Contract, consents and submits to the exclusive jurisdiction of the Courts of the State of New Jersey over any action at law, suit in equity or other proceeding that may arise out of this Contract, and the Contractor agrees, during the period of performance and of Warranty, to maintain within the State of New Jersey an agent to accept service of legal process on its behalf. Notwithstanding the language of N.J.S.A. 59:13-4, the Contractor expressly waives trial by jury on any and all disputes and claims arising out of this Contract whether by or against the Contractor, NJ TRANSIT or any other person or entity.

1.17 AUDIT AND INSPECTION OF RECORDS

The Contractor shall retain all Contract records and permit the authorized representatives of NJ TRANSIT, the State of New Jersey, the USDOT, the FTA and the Comptroller General of the United States and their duly authorized representatives, such as Project Management Oversight (PMO, Integrity Oversight Monitors (IOM) etc. to inspect and audit all financial data, operational data and other records of the Contractor including but not limited to disclosure forms, payment requests, change orders, invoices, certified payrolls, manifests, etc. relating to products, transactions or services provided under this Contract including the performance of its Subcontractors from the date of the Advertisement of the Invitation for Bid (IFB) and for five (5) years after final payment under this Contract has been made.

NJ TRANSIT, the State of New Jersey, the USDOT, the FTA and the Comptroller General of the United States and their duly authorized representatives also shall have the right to examine all aspects of the products, transactions and services and specifically the right to conduct interviews, on-site visits, surveillance, field activities and head counts and to perform financial audits and operational reviews as deemed necessary to prevent, remediate or mitigate fraud, waste and abuse. Any inspection, audit or review or lack thereof shall not relieve the Contractor of responsibility for satisfactory performance of the Work. Contractor shall maintain a true and correct set of records for all financial and operational data in sufficient detail to permit reasonable verification or correction of charges and performance in accordance with this Contract from the date of the Advertisement of the IFB and for five (5) years after final payment under this Contract has been made.

The Contractor further agrees to include in all its subcontracts hereunder a provision requiring the Subcontractor to keep all Contract records and that NJ TRANSIT, the Department of Transportation, the FTA and the Comptroller General of the United States or any of their duly authorized representatives, such as PMO,IOM etc. shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the Subcontractor. The term "Subcontractor" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

Pursuant to N.J.S.A. 52:15C-14(d), the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of State Comptroller upon request.

The periods of access and examination described above, for records which relate to (1) appeals under the "Disputes" clause of the Contract, (2) litigation or the settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General, USDOT, FTA, NJ TRANSIT or the State of New Jersey or their duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

2. CONTRACT TIME, SUSPENSION AND TERMINATION

- 2.1 TIME OF COMPLETION DELAY LIQUIDATED DAMAGES
- 2.1.1 The Contractor and NJ TRANSIT recognize that delay in completion of the project will result in damage to the State of New Jersey in terms of the effect of the delay in the use of the Project upon the public convenience and economic development of the State of New Jersey, and will also result in additional cost to NJ TRANSIT for engineering, inspection, and administration of the Contract. Because some of this damage is difficult or impossible to estimate, the parties agree that if the Contractor fails to substantially complete the project or any interim milestones within the time stated in the Contract, or within such further time as may have been granted in accordance with the provisions of the Contract, or fails to complete Remaining Work, other than Punch List Work (as described in Article 13.2- SUBSTANTIAL COMPLETION) within the period fixed by NJ TRANSIT, the Contractor shall pay NJ TRANSIT liquidated damages, in accordance with the amount set forth in the Special Provisions for each day that it is in default on time to complete the work. The days in default shall be the number of calendar days in default when the time for completion of the Project is specified on the basis of calendar days or a fixed date; and shall be the number of working days in default when the time for completion is specified on the basis of working days. NJ TRANSIT shall recover said damages by deducting the amount thereof from monies due or that may become due the Contractor, and if said monies be insufficient to cover said damages, then the Contractor or its Surety shall pay the amount due. This clause is expressly limited in purpose and effect to damages to NJ TRANSIT and the State of New Jersey as a consequence of the Contractor's failure to complete the project on time. It is not intended, and shall not be construed, to apply to any other claim for damages or disputes arising from the Contractor's performance on the Project, nor shall it limit the Contractor's duty to indemnify NJ TRANSIT for claims made by third parties.
- 2.1.2 The work embraced in this Contract including work authorized under Article 3.1 shall commence as soon as possible but not later than ten (10) calendar days after receipt of a Notice to Proceed unless otherwise specified by NJ TRANSIT.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and without interruption at such rate of progress as will insure substantial completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and NJ TRANSIT, that the time for the completion

of the work herein is a reasonable time for the completion of the same. It is further agreed that float, or slack time, is not for the exclusive use or benefit of either the Contractor or NJ TRANSIT, as further described in Article 6.2- Construction Project Schedule.

- 2.1.3 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever, and where under the Contract additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. The Contractor shall not be charged with liquidated damages when the delay in the completion of the work arises from both: a.) causes beyond the reasonable control and without any fault or negligence of the Contractor, its officers, employees, agents, servants, Subcontractors, and suppliers, including but not restricted to, acts of God, or of the public enemy, acts of another contractor in the performance of a Contract with NJ TRANSIT, fires, floods, epidemics, quarantine restrictions, labor disputes not determined by final judicial or administrative adjudication to have been caused or provoked by the illegal acts of the Contractor or one of its Subcontractors or agents, freight embargoes, and unusually severe weather and, b.) such causes arise after the award of the Contract and neither were nor could have been anticipated by the Contractor by reasonable investigation before such award. The basis to define unusually severe weather will be the data showing high and low temperatures, precipitation and wind conditions in the geographic area of the Work for the previous twenty (20) years, as compiled by the recording station of the U.S. National Weather Service located nearest to the Work.
- 2.1.4 Even though a cause of delay meets both conditions a.) and b.) above, an extension shall be granted only to the extent that (i) the completion of the affected work is actually and necessarily delayed, (ii) the effect of such cause could not be anticipated and avoided or mitigated by the exercise of all reasonable precautions, efforts and measures (including planning, scheduling and rescheduling) whether before or after the occurrence of the cause of delay, and (iii) the critical path of the project schedule is actually extended due to the delay beyond the required Contract completion date. Any reference in this Article to the Contractor shall be deemed to include materialmen, suppliers, and Subcontractors, whether or not in privity of Contract with the Contractor, all of whom shall be considered as agents of the Contractor for the purposes of this Article. A delay resulting from a cause meeting all conditions in Sub-article 2.1.3 and this Sub-article 2.1.4 shall be deemed an Excusable Delay.
- 2.1.5 The period of any extension of time shall be only that which is necessary to make up the time actually lost as determined by NJ TRANSIT. NJ TRANSIT may defer all or part of its decision on an extension and any extension may be rescinded or shortened if it subsequently is found that the delay can or could have been overcome or reduced by the exercise of reasonable precautions, efforts and measures.
- 2.1.6 In case the Contractor shall be actually and necessarily delayed by reason of the failure of NJ TRANSIT to deliver to the Contractor access to the Project Site or any materials or facilities to be furnished by NJ

TRANSIT which are actually needed for use in the work, or by any act or omission on the part of NJ TRANSIT, and such delay is recognized by NJ TRANSIT in writing, such delay shall also be deemed to be an Excusable Delay. The time for completion of the Project shall be extended by NJ TRANSIT by the amount of time of such delay as determined by NJ TRANSIT, but no allowance by way of damages of any kind or nature will be made for such failure.

As a condition precedent to the granting of an extension of time, the Contractor shall give written notice to NJ TRANSIT within seven (7) calendar days after the time when the Contractor knows or should know of any cause which might under reasonably foreseeable circumstances result in delay for which it may claim an extension of time (including those causes for which NJ TRANSIT itself is responsible or of which NJ TRANSIT has knowledge), specifically stating in such notice that an extension is or may be claimed, identifying such cause and describing, as fully as practicable at that time, the nature and expected duration of the delay, including justification, and its effect on the completion of that part of the work identified in the notice. Since the possible necessity for an extension of time may materially alter the scheduling plans, and other actions of NJ TRANSIT and since, with sufficient notice, NJ TRANSIT may, if it should so elect, attempt to mitigate the effect of the delay for which an extension of time might be claimed, and since mere oral notice may cause dispute as to the existence or substance thereof, the giving of written notice as above required shall be of the essence of the Contractor's obligations hereunder. Failure to give the written notice within the aforementioned seven (7) calendar day period shall deprive the Contractor of any right to an extension of time, except to the extent that NJ TRANSIT may determine otherwise in its sole discretion.

It shall in all cases be presumed that no extension, or further extension of time, is due unless the Contractor shall affirmatively demonstrate the extent thereof to the reasonable satisfaction of NJ TRANSIT. To this end, the Contractor shall maintain adequate records supporting any claim for an extension of time, and in the absence of such records, this presumption shall be deemed conclusive.

- 2.1.8 In regard to an injunction or interference of public authority which may delay or impact the Project, the Contractor shall give NJ TRANSIT a copy of the injunction or other orders and of the papers upon which the same shall have been granted.
- 2.1.9 Within a reasonable time after receipt of a written notice requesting an extension of time NJ TRANSIT will advise the Contractor if such notice is adequate, or if further information is required. Failure of NJ TRANSIT to furnish the Contractor with the foregoing advisement shall not, however, be deemed to waive NJ TRANSIT's right to deny an extension of time. Within a reasonable time after NJ TRANSIT, at its sole discretion, has determined that the Contractor has provided sufficient information for NJ TRANSIT to decide on a request for an extension of time, NJ TRANSIT shall issue a determination on that request. In the event that NJ TRANSIT was unable to decide on a request for an extension, NJ TRANSIT may issue at the completion of the Project, in conjunction with issuing its Final Certificate of Payment, a final determination on the Contractor's request or requests for an extension of time.

- 2.1.10 Only the actual delay or impact to the Contractor necessarily resulting from the causes above-mentioned, as determined by NJ TRANSIT, shall be considered for an extension of time. In case the Contractor shall be delayed or impacted at any time or for any period by two or more of the causes above-mentioned, the Contractor shall not be entitled to a separate extension for each one of the causes but only one period of extension shall be granted for the period of concurrent delay. In case the Contractor shall be actually and necessarily delayed by one or more of the causes above-mentioned in the performance of any portion of the Project, the extension of time to be granted to the Contractor shall be only for such portion of the Project. The Contractor shall not be entitled by reason of such delay to an extension of time for the completion of the remainder of the Project. If the Contractor shall be so delayed as to a portion of the Project, it shall nevertheless proceed continuously and diligently with the prosecution of the remainder of the Project. No demand by the Contractor that NJ TRANSIT determine any matter of extension of time for the completion of the Project or any part thereof will be of any effect whatsoever unless the same be made in writing and duly served upon NJ TRANSIT prior to the issuance of the Final Certificate of Payment as provided for in Article 12.8, FINAL PAYMENT.
- 2.1.11 Delay to or impacts upon the Contractor's performance arising out of any request of the Contractor to change the order of furnishing working drawings as provided elsewhere in this Contract or arising out of any changes made or requested by the Contractor in any matters shown or indicated on the Contract Drawings will not be cause for an extension of time, and all additional costs to the Contractor, incidental to such request or change, shall be borne by the Contractor.
- 2.1.12 The permitting of the Contractor to go on and finish the Project or any part thereof after the time fixed for completion or after the date to which the time for completion may have been extended or the making of payments to the Contractor after any such period shall not operate as a waiver on the part of NJ TRANSIT of any rights under this Contract, including but not limited to declaring the Contractor in default.
- 2.1.13 The determination of NJ TRANSIT as to any matter of extension of time for completion of the Project or any part thereof shall be binding and conclusive upon the Contractor.

2.2 NO DAMAGES FOR DELAY

- 2.2.1 The Contractor expressly waives the right to make any claim against NJ TRANSIT for damages or additional compensation for any delay to or impact upon the performance of this Contract occasioned by any act or omission to act by NJ TRANSIT or its employees or any third parties for any reason whether or not enumerated in Article 2.1, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided in Article 2.1.
- 2.2.2 Except as provided in Subarticle 2.2.4, he Contractor alone hereby specifically assumes the risk of all delays, obstruction, or interference of any kind, duration or cause whatsoever, whether or not within the contemplation of the parties or foreseeable.

- 2.2.3 The Contractor shall have no right to rescind or terminate this Contract, and Contractor shall have no cause of action under any theory of unjust enrichment, quasi-contract, quantum meruit or additional risk by reason of any delay, obstruction, or interference of any kind or duration whatsoever.
- 2.2.4 Nothing in these General Provisions is intended to limit Contractor's remedy for delayed performance caused by NJ TRANSIT's negligence, bad faith, active interference or other tortious conduct, to the extent such limitation is determined by a court of law to be void and unenforceable under N.J.S.A. 2A:58B-3.

2.3 SUSPENSION OF WORK

- 2.3.1 If the Contracting Officer deems it advisable, the Contracting Officer may notify the Contractor in writing to suspend work on one or more occasions on all or any part of the Project, for a period not to exceed ninety (90) calendar days in the aggregate. After notification(s) is delivered to the Contractor, the Contractor shall do no work where so suspended until it has received written notice from the Contracting Officer to resume work.
- 2.3.2 When work is suspended as provided above, payments for the completed parts of the work will be made as provided and a suitable extension of time for completing the suspended work will be granted where appropriate. Should any single suspension be for a period greater than forty-five (45) calendar days and the Contractor incurs unavoidable extended field overhead costs as a result of the suspension, the Contractor shall notify the Contracting Officer within thirty (30) calendar days of the completion of the suspension period and provide a detailed accounting of such extended field overhead costs. No profit markup will be allowed on extended field overhead costs. The Contracting Officer's determination as to the amount of compensation to be paid under this clause shall be final and conclusive. Under no circumstances shall any other compensation or allowance be made on account of such suspension. No payment will be made for work done by the Contractor on suspended work.
- 2.3.3 Within the period of ninety (90) calendar days (or the lesser period specified) after a notice of suspension is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NJ TRANSIT shall either: a.) cancel the notice of suspension, or b.) terminate the work covered by such suspension as provided in Article 2.4, TERMINATION FOR CONVENIENCE, or c.) negotiate reasonable compensation with the Contractor for a further period of suspension.

2.4 TERMINATION FOR CONVENIENCE

2.4.1 NJ TRANSIT may terminate performance of work under this Contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in NJ TRANSIT's interest. The Contracting Officer shall terminate the work by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

- 2.4.2 After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (a) Stop work as specified in the notice.
 - (b) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
 - (c) Terminate all subcontracts to the extent they relate to the work terminated.
 - (d) Assign to NJ TRANSIT, as and if directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case NJ TRANSIT shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 - (e) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
 - (f) As directed by the Contracting Officer, transfer title and deliver to NJ TRANSIT: (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to NJ TRANSIT.
 - (g) Complete performance of the work not terminated.
 - (h) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which NJ TRANSIT has or may acquire an interest.
 - (i) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in Subparagraph (f) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by NJ TRANSIT under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- 2.4.3 After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request NJ TRANSIT to remove those items or enter into an agreement for their storage. Within twenty (20) calendar days, NJ TRANSIT will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within sixty (60) calendar days from submission of the list, and shall correct the list, as necessary, before final settlement.

- 2.4.4 After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one (1) year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one (1)-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one (1) year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- 2.4.5 Subject to Sub-article 2.4.4 above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. However, the agreed amount, whether under this Sub-article or Sub-article 2.4.6 below, exclusive of costs shown in Sub-article 2.4.6(b) below, may not exceed the total contract price as reduced by: (i) the amount of payments previously made and, (ii) the contract price of work not terminated. The Contract shall be amended, and the Contractor paid the agreed amount. Sub-article 2.4.6 below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this Paragraph.
- 2.4.6 If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under Sub-article 2.4.5 above:
 - (a) For contract work performed before the effective date of termination, the total (without duplication of any items) of:
 - (i) The cost of this work;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in subdivision (i) above; and
 - (iii) A sum, as profit on (i) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.
 - (b) The reasonable costs of settlement of the work terminated, including:
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- 2.4.7 Except for normal spoilage, and except to the extent that NJ TRANSIT expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under Sub-article 2.4.6 above, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to NJ TRANSIT or to a buyer.
- 2.4.8 The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- 2.4.9 The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under Sub-article 2.4.4, 2.4.6, or 2.4.11, except that if the Contractor failed to submit the termination settlement proposal within the time provided in Sub-article 2.4.4 or 2.4.11, and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under Sub-article 2.4.4, 2.4.6, or 2.4.11, NJ TRANSIT shall pay the Contractor (i) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (ii) the amount finally determined on an appeal.
- 2.4.10 In arriving at the amount due the Contractor under this clause, there shall be deducted:
 - (a) All unliquidated advance or other payments to the Contractor under the terminated portion of this Contract:
 - (b) Any claim which NJ TRANSIT has against the Contractor under this contract; and
 - (c) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to NJ TRANSIT.
- 2.4.11 If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) calendar days from the effective date of termination unless extended in writing by the Contracting Officer.
- 2.4.12 NJ TRANSIT may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to NJ TRANSIT upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 <u>U.S.C.</u> App. 1215(b)(2). Interest shall be computed for the period from the date the

excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until ten (10) calendar days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

2.4.13 Unless otherwise provided in this contract, or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to NJ TRANSIT, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

2.5 TERMINATION FOR CAUSE

- 2.5.1 In the event that any of the provisions of this Contract are violated by the Contractor, or any of its Subcontractors, the Contracting Officer may serve written notice upon the Contractor and Surety of NJ TRANSIT's intention to terminate the Contract for cause. The Notice of Intent to Terminate for Cause shall identify the causes for the proposed termination and demand the elimination of such causes.
- 2.5.2 If the Contractor or Surety, within a period of ten (10) calendar days after such notice or within such additional time as may be granted by the Contracting Officer, does not proceed in accordance therewith to make satisfactory arrangements to eliminate the causes of the proposed termination, then the Contracting Officer may terminate the Contract for cause.
- 2.5.3 The Notice of Termination for Cause will terminate the Contractor's right to proceed with all items of work except as specified in the termination notice. The latter will include all work necessary to ensure the safety of the public, to properly secure existing work already constructed or partially constructed, and to secure the Job Site. The work specified in the notice shall be performed in accordance with the Contract Documents and may include items of work not in the original Contract. Unless otherwise specified in the notice, all insurance policies provided by the Contractor naming NJ TRANSIT and any other parties as additional insureds shall remain in full force and effect until issuance by NJ TRANSIT of a Final Certificate of Payment.
- 2.5.4 Payment for completed or partially completed items of Work shall be made in accordance with the Contract Documents. Payment for new items, if any, will be paid either at agreed prices or paid for by Time and Material methods described in Sub-article 3.2.7. No other costs or compensation will be allowed the Contractor.

- 2.5.5 When all work specified in the termination notice is completed to the satisfaction of NJ TRANSIT, the Contract shall terminate upon issuance by NJ TRANSIT of a Final Certificate of Payment.
- 2.5.6 Upon issuance of a Notice of Termination for Cause, the Surety shall have ten (10) calendar days to advise NJ TRANSIT in writing that it intends to take over and complete the Project in accordance with the Contract terms and conditions, without any further conditions. If so notified, the Surety shall have thirty (30) calendar days from such notice to commence the work. Upon the Surety's failure to comply with either of the above, NJ TRANSIT may take over the work and prosecute the same to completion by contract with another contractor, or use whatever methods it deems necessary to complete the work, including completion of the Work by its own forces for the account and at the expense of the Contractor. NJ TRANSIT may take possession of and utilize in completing the work such materials, appliances and plants as may be on the site of the work and necessary therefor.
- 2.5.7 Whether the Contract Work is completed by NJ TRANSIT, either directly or through other contractors, or the Surety, the Contractor and its Surety shall be liable to NJ TRANSIT for excess costs incurred by NJ TRANSIT and other such damages arising out of the Termination for Cause including liquidated damages caused by the delay to the date of completion of the Project Work.
- 2.5.8 All such costs and damages incurred by NJ TRANSIT will be deducted from any monies due or that may become due the Contractor and Surety. If such costs and damages exceed the sum which is available, then the Contractor and the Surety shall be liable and shall pay NJ TRANSIT within thirty (30) calendar days of the issuance of an invoice for the amount of such excess.
- 2.5.9 In terminating the Contract for cause NJ TRANSIT does not waive its right to sue the Contractor and/or Surety for any costs incurred or damages suffered by NJ TRANSIT as a result of the Contractor's default and termination.
- 2.5.10 If, after a Notice of Termination for Cause has been issued, it is determined for any reason that the provisions of the Contract were not violated by the Contractor, or any of its Subcontractors, or if the termination of the Contract for Cause pursuant to the provisions of this Article is found by a court to be legally improper, then the termination of the Contract for cause will be treated as if it had been a termination for convenience and such termination shall be compensated for in accordance with the provisions of Article 2.4.

3. CONTRACT CHANGES

- 3.1 CHANGE ORDERS
- 3.1.1 The Contracting Officer, at the Contracting Officer's sole discretion, may at any time during the progress of the work authorize additions, deductions, or changes to the Work as set forth below, and the Contract shall not be terminated or the surety released thereby. When changes in the work must be performed

immediately, the Contracting Officer may issue a written directive to the Contractor detailing the changed work and the basis for determining compensation, and the Contractor will proceed immediately with the Work as directed, pending the execution of a formal Change Order.

If any such change causes an increase or decrease in the cost of the performance of any part of the Work or requires a change in the Contract Time, then a Change Order shall be issued incorporating the change. All Change Orders shall be priced in accordance with Article 3.2. The Change Order shall be a written order to the Contractor and shall describe the change with cost changes and changes to Contract Time. The Change Order shall be signed by the Contractor and returned to NJ TRANSIT. Upon receipt, the Change Order shall be countersigned by the Contracting Officer and shall then become a part of the Contract Documents.

In the event the Contractor and NJ TRANSIT cannot, for whatever reason, reach an agreement on cost changes or changes to Contract Time, the Contracting Officer shall issue a unilateral Change Order incorporating the change and the Contractor shall nonetheless proceed with the Work as directed therein. The unilateral Change Order shall then become a part of the Contract Documents.

- 3.1.2 The Construction Manager shall have the authority to order, in writing, minor changes in the work not involving an adjustment to the price of any items of work or an extension of time and not inconsistent with the intent of the Contract. Such changes shall be binding on NJ TRANSIT and the Contractor, and shall not be the basis of increased compensation to the Contractor. Such work shall be executed under the conditions of the original Contract.
- 3.1.3 All additions, deductions or changes to the work as directed by Change Orders shall be executed under the conditions of the original Contract. The Change Order shall recite the additional time granted by NJ TRANSIT to perform the Work, if any. Except as specified in Sub-article 3.1.2 above, or in an emergency endangering life or property, no change shall be made unless pursuant to a written directive of the Contracting Officer or Change Order, and no claim for an addition to the Contract Price or time shall be valid unless so ordered.
- 3.1.4 Should the Contractor dispute the Construction Manager's interpretation of work specified in the Contract Documents and claim that work is Extra Work that will involve additional costs or Contract Time, the Contractor shall proceed with the work in accordance with the Construction Manager's interpretation. In such event, the Contractor shall follow the procedures and maintain the detailed cost records set forth in Article 3.3-T&M CHANGE ORDER RECORDS pending the resolution of the dispute. In all other cases, should the Contractor perform Extra Work without first obtaining a written directive or Change Order from the Contracting Officer's authorized representative, such action shall be construed by NJ TRANSIT as voluntary performance and as a waiver of any and all claims to extra payment and time therefor.

3.1.5 The time needed to perform Extra Work shall not be the basis of claims by the Contractor for extra costs of any nature whatsoever.

3.2 CHANGE ORDER PRICING

3.2.1 Proposed additions, deductions and changes shall be defined in a Notice of Proposed Change (NPC) and issued to the Contractor. The Contractor's proposal for all proposed additions, deductions and changes to the work involving cost or Contract Time shall be submitted by the Contractor to the Construction Manager with copies to the Contracting Officer and Project Manager within fifteen (15) calendar days, or such other time as the Construction Manager may direct, after the issuance of the Notice of Proposed Change. The Contractor's cost proposal shall be structured in accordance with the format(s) set forth below and shall comply with the pricing specifications set forth in this Article 3.2. NJ TRANSIT shall review the Contractor's proposal and, if necessary, meet with the Contractor to negotiate the proposal. Should the Contracting Officer require additional information, the Contractor will provide the requested information. The Contractor's costs for preparing, submitting, and negotiating proposals will not be paid separately and shall not be included in the proposals, but shall be considered paid for in the Contract Price.

Table 3.2.1: Change Order Cost Proposal Format			
I	II	III	
LABOR ¹	Cost Calculation	Summary of Costs	
Name Each Trade Classification	(Manhours) x (Labor Costs) =	Α	
MATERIAL ²			
Name Each Major Type of Material	(Quantity) x (Unit Costs) =	В	
EQUIPMENT ³			
Name Each Major Piece of Equipment	(Time) x (Unit Costs) =	С	
SUBTOTAL	A + B + C =	D	
OVERHEAD ⁴	(D) x (Overhead %) =	Е	
PROFIT ⁵	(D) x (Profit %) =	F	
TOTAL	D + E + F =	G	
Footnotes: ¹ Labor Costs as specified in Sub-article 3.2.9.1 ² Material Costs as specified in Sub-article 3.2.9.2 ³ Equipment Costs as specified in Sub-article 3.2.9.3			

3.2.2 Requests for extension of time for proposed Change Order work shall be included in the Contractor's proposal. Extensions of time will not be granted unless requested in accordance with the provisions of Subarticle 3.2.1.

⁴Overhead Markups as specified in Article 3.2.9.4 ⁵Profit Markups as specified in Article 3.2.9.6

- 3.2.3 Full documentation supporting all estimated and actual costs shall be furnished to the Construction Manager or Contracting Officer if such is requested. Documentation may consist of records such as actual payroll records and receipted bills for rentals and materials. All Change Orders shall be subject to audit by the Contracting Officer or the Contracting Officer's authorized representative.
- 3.2.4 All proposed and incurred change order costs shall as a minimum be allowable, allocable and reasonable in accordance with the Contract cost principles and procedures in Part 31 of the Federal Acquisition Regulations in effect on the date of the Contract. The Contracting Officer's determination on the allowability, allocability and reasonableness of incurred costs shall be final and conclusive.
- 3.2.5 The value of any change in the Contract shall be determined in accordance with the following pricing bases, listed in the order of priority of use: a) Unit Price, b) Lump Sum and c) Time and Material (T&M). Unit Prices shall govern if contained in the Bidder's Proposal for the applicable work. If no Unit Prices apply, then a Lump Sum pricing approach shall be used. If a Lump Sum cannot be determined, or agreement cannot be reached, or the Contracting Officer determines that work must be performed immediately, then the Contracting Officer will direct the Contractor to proceed on a T & M basis. Whenever the terms "labor", "materials", "equipment", "overhead" and "profit" are used herein with regard to change order cost and price proposals, they are used as these cost and price elements are defined in this Article 3.2.
- 3.2.6 Unit Price Basis: Whenever unit prices govern, the Contractor's cost proposal shall identify the additional estimated quantities required for the work. The unit price included in the Contract, or subsequently agreed upon, shall be used to solely determine the increased or decreased cost of the work. The unit price shall be deemed to include all costs for labor, material, overhead and profit and the increase or decrease in the cost of the work shall be on a dollar for dollar basis.
- 3.2.7 Lump Sum Basis: When unit prices do not apply, the Contractor shall submit a detailed breakdown of labor, materials, and equipment. The Contractor shall add to this overhead and profit markups as specified in Subarticle 3.2.10. Cost proposals for labor and material shall be provided on the stationary of the parties that will be performing the work (Subcontractors) and supplying material (suppliers).
- 3.2.8 Time and Material: The Contractor shall submit the same detailed breakdown of costs as set forth in Subarticle 3.2.7 for Lump Sum change orders. In addition, the Contractor shall submit a Guaranteed Maximum Price (GMP) which may be accepted or rejected by the Contracting Officer.
- 3.2.8.1 Time and Material with GMP: If the Guaranteed Maximum Price is accepted, the payment for such work shall not exceed the actual cost for labor, materials, and equipment. To this may be added overhead and profit mark-ups both as specified in Sub-article 3.2.10. However, in no event shall payment exceed the Guaranteed Maximum Price established by agreement between the Contractor and NJ TRANSIT.

- 3.2.8.2 Time and Material with Upset Price: If the Guaranteed Maximum Price submitted by the Contractor is rejected, NJ TRANSIT may direct the Contractor to proceed on a time and material basis with an Upset Price established by NJ TRANSIT. The Upset Price shall be the limit of authorization for performance of the Extra Work by the Contractor. At such time as the Contractor has expended eighty percent (80%) of the authorized limit, NJ TRANSIT may establish a new limit by revising the Upset Price. However, if NJ TRANSIT chooses not to establish a revised Upset Price, the Contractor shall cease the time and material work when the original Upset Price has been reached. The payment for such work shall include the actual cost for labor, materials and equipment and may also include added overhead and profit mark-ups as specified in Sub-article 3.2.10.
- 3.2.8.3 Emergent Time and Material: Should the Contracting Officer determine that changed work must be performed immediately, and NJ TRANSIT determines that the Contractor has insufficient time to submit a detailed cost proposal in advance of performing the work, NJ TRANSIT may direct the Contractor to proceed on an emergent time and material basis with an Upset Price established by NJ TRANSIT. The terms of performance and payment shall be as set forth in Sub-article 3.2.8.2, except that profit markups shall be as specified in Sub-article 3.2.10.
- 3.2.9 NJ TRANSIT will consider for payment only the labor, material and equipment cost elements as specified herein in conjunction with any cost proposal submitted by the Contractor. These cost elements, individually or together, shall serve as the cost basis upon which applicable markups for profit and overhead shall be applied, all as specified in Sub-article 3.2.10. These costs elements, together with the applicable markups for profit and overhead, shall constitute full compensation for all direct and indirect costs and shall be deemed to include all items of expense not specifically designated.

3.2.9.1 <u>Labor Costs</u>

- a) For necessary labor and foremen in direct charge of the specific operations, whether the employer is the Contractor, subcontractor or another, the Contractor shall receive the rate of wage (or scale) actually paid as shown in its certified payrolls for each and every hour that said labor and foremen are actually engaged in such work.
- b) The Contractor shall also receive the actual costs paid to, or in behalf of, workers by reason of health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreements or other employment contracts, or the Contract prevailing wage determination, generally applicable to the classes of labor employed on the work.
- c) The Contractor shall receive the actual cost paid to applicable State and Federal agencies and insurance carriers for Worker's Compensation Insurance, Federal Insurance Compensation Act (FICA, Social Security), Unemployment Insurance and Contractor's General Liability and Worker's Disability.

- 3.2.9.2 <u>Material Costs</u>: Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of such materials will be the cost to the purchaser, whether Contractor, subcontractor or other forces from the supplier thereof, together with transportation charges actually paid by the Contractor, except as the following are applicable.
 - (a) If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to NJ TRANSIT notwithstanding the fact that such discount may not have been taken.
 - (b) If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by NJ TRANSIT plus the actual costs, if any, incurred in the handling of such materials.
 - (c) If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on Contract Items or the current wholesale price for such materials delivered to the job site, whichever price is lower.
 - (d) If the cost of such materials is, in the opinion of NJ TRANSIT, excessive, then the cost of such material shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site, less any discounts as provided in Subparagraph (a) above.
 - (e) If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost shall then be determined in accordance with Paragraph (d) above.

NJ TRANSIT reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and markups on such materials.

3.2.9.3 Equipment and Plant Rental Costs:

- (a) Contractor Owned Equipment and Plant The hourly rates for Contractor owned equipment and plant will be based on "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment" (both referred to hereafter as the "Blue Book"), published by Nielsen/DATAQUEST, Inc. of Palo Alto, California. The Blue Book shall be used in the following manner:
 - (1) The hourly rate will be determined by dividing the "monthly" rate set out in the Blue Book by 176. The "weekly," "hourly," and "daily" rates listed in the Blue Book will not be used.
 - (2) The number of hours to be paid for shall be the number of hours that the equipment or plant is actually used on a specific activity.
 - (3) The "current revisions" to the Blue Book will be used in establishing rates. The "current revision" applicable to specific Change Order work will be the "current revision" as of the first day of work performed on that Change Order work and that rate will apply throughout the period the Change Order work is being performed.

- (4) Area adjustments will not be made. Equipment life adjustments will be made in accordance with the rate adjustment tables.
- (5) Overtime shall be charged at the same rate indicated in (1), above.
- (6) The "estimated operating costs per hour" shall be used for each hour that the equipment or plant is in operation on the Change Order work. No such costs shall apply to idle time regardless of the cause of the idleness.
- (7) Idle time for equipment will not be paid for, except where the equipment has been held on the Project site on a standby basis at the request of NJ TRANSIT and, but for this request, would have left the Project site. Such payment will be made at one half (1/2) the rate established in (1), above.
- (8) The rates as established above shall be deemed to include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul, and maintenance of any kind, depreciation, storage, overhead, profits, insurance, costs of moving equipment or plant on to and away from the site, and incidentals (including labor and equipment).
- (9) Operator costs shall be paid only as provided in Sub-article 3.2.9.1, "Labor," of this Article.

Equipment shall be in good operating condition and suitable for the work, in the opinion of the Construction Manager. Equipment used by the Contractor shall be specifically described and be of suitable size and capacity required for the work to be performed. In the event the Contractor elects to use equipment of a higher rental value than that suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment paid for will be recorded as a part of the record for Change Order work. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be that for the suitable equipment.

In the event that a rate is not established in the Blue Book for a particular piece of equipment or plant, NJ TRANSIT shall establish a rate for that piece of equipment or plant that is consistent with its cost and use.

The provisions of this Subparagraph (a), "Contractor Owned Equipment and Plant" shall apply to the equipment and plant owned directly by the Contractor or by entities which are divisions, affiliates, subsidiaries or in any other way related to the Contractor or its parent company.

(b) Rented Equipment and Plant - In the event that the Contractor does not own a specific type of equipment and must obtain it by rental, it shall be paid the actual rental for the equipment for the time that the equipment is actually used to accomplish the work, plus the cost of moving the equipment on, to, and away from the job. The Contractor shall provide a copy of the paid receipt for the rental expense incurred.

- 3.2.9.4 Overhead Costs: Overhead shall be defined to include any and all Contractor Field Office and Home Office overhead and operating expenses whatsoever. Overhead includes, as a minimum, the following categories of expense, regardless of whether or not the Contractor's accounting system allocates such expenses on a direct or indirect basis:
 - (a) Salary and expenses of all Field Office employees, including project managers, supervising officers, supervising employees, superintendents, technical, scheduling or engineering employees, draft persons and clerical or stenographic employees;
 - (b) Charges for minor equipment, small tools, and other miscellaneous supplies and expenses, including computers and telephones, personal protection equipment, shovels, picks, axes, saws, bars, sledges, lanterns, jacks, cables, pails, wrenches, etc.;
 - (c) Charges for trailer rentals, utility and other temporary facility rental and maintenance charges, monthly utility charges, and all other costs to operate and maintain Contractor's Field Office unless otherwise provided as a direct charge elsewhere in the contract.
 - (d) Salary and expenses of Home Office employees, including executive officers, managers, professional and administrative staff, and clerical and support staff;
 - (e) Charges and expenses for drafting, Computer Assisted Design, scheduling, billing, financing, etc.
 - (f) All other costs to operate and maintain the Contractor's Home Office.
 - (g) Bond and insurance costs described in Sub-article 3.2.9.5.

The Contractor agrees that its overhead costs will be fully and fairly compensated by the fixed, non-negotiable overhead percentage markups set forth in Sub-article 3.2.10.

- 3.2.9.5 <u>Bond and Insurance</u>: Compensation for bond premiums and other insurance premiums not listed in Subarticle 3.2.9.1 shall be considered paid for under the overhead percentages added to the sum of the actual cost for labor, material and equipment and will not be considered or paid separately by NJ TRANSIT.
- 3.2.9.6 <u>Profit</u>: The Contractor's profit shall be negotiated as a percentage markup based on the type of work, the value of the change, the pricing basis and the amount of risk to the Contractor associated with the work to be performed. The Contractor agrees that the profit percentage markups are subject to negotiation on each change. However under no circumstances shall negotiated markups exceed the maximum allowable markup set forth in Sub-article 3.2.10.
- 3.2.10 Overhead and profit markups on each change shall be calculated in accordance with this Sub-article 3.2.10. Where work is performed by Subcontractors at any tier, the Contractor shall reach an agreement with such Subcontractors as to the distribution of payments, including overhead and profit markups made by NJ TRANSIT for such work. No additional payment therefor will be made by NJ TRANSIT by reason of the performance of the work of any Subcontractor.

- 3.2.10.1 When work is to be added or deleted on a Unit Price basis, the Unit Price shall govern and is deemed to include all markups for overhead and profit. No additional markups for overhead and profit will be allowed. When a complete Bid Item is deleted, it shall be treated as a Unit Price Bid Item (regardless of whether it is a Lump Sum or Unit Price item) and the total Bid price for that item shall be deducted from the Contract Price.
- 3.2.10.2 When work is to be added on a lump sum or time and material basis, markups for profit and overhead shall be as specified in Table 3.2.10.
- 3.2.10.3 When work is to be deleted on a lump sum or time and material basis, markups specified in Table 3.2.10, for overhead costs that will not be incurred and profit that would have been realized if the work had not been deleted, shall be included in the deductive cost proposal submitted by the Contractor. If the Contractor's deductive cost proposal does not include an amount for overhead and profit, the Contracting Officer will add the markups specified in Table 3.2.10 to the cost proposal. When work is to be deleted, the Contractor may include documented cancellation and restocking charges and subtract those charges from the cost basis of the deductive cost proposal.
- 3.2.10.4 When work is to be both added and deleted on a lump sum or time and material basis, the cost basis shall be determined first by calculating both the added and deleted labor, material and equipment costs.

 Overhead and profit markups specified in Table 3.2.10 shall be applied to:
 - a) Net increase in cost basis, in which case Paragraph 3.2.10.2 shall govern;
 - b) Net decrease in cost basis, in which case Paragraph 3.2.10.3 shall govern.

Should there be a net change in cost basis of zero, there will be no change in the Contract Price.

- 3.2.10.5 When there is a change only to the material being supplied and no additional labor cost will be incurred by the Contractor or Subcontractors at any tier, markups for overhead and profit shall be as specified in Table 3.2.10.
- 3.2.10.6 When a change is authorized for standby time, markups for overhead and profit shall be as specified in Table 3.2.10. Any claim for standby time will be rejected unless documented by time sheets signed by the Inspector.
- 3.2.10.7 When a change is authorized for overtime and the work to be performed is an established item of work, markups for overhead and profit shall be as specified in Table 3.2.10 and shall be applied only to the premium portion of labor costs.

Table 3.2.10: Maximum Overhead and Profit Markups for Added Work					
Work Performed By	Change Order Pricing Basis	Cost Basis	Overhead Markup (as a % of Cost Basis)	Maximum Profit Markup (as a % of Cost Basis)	
Contractor	Lump Sum or T&M with GMP	Contractor labor, material and equipment costs	10%	10%	
Subcontractor (at any tier)	Lump Sum or T&M with GMP	Subcontractor labor, material and equipment costs	15% (to be shared between Contractor and Subcontractors)	15% (to be shared between Contractor and Subcontractors)	
Contractor	T&M with NJT Upset Price	Contractor labor, material and equipment costs	10%	5%	
Subcontractor (at any tier)	T&M with NJT Upset Price	Subcontractor labor, material and equipment	15% (to be shared between Contractor and Subcontractors)	7.5% (to be shared between Contractor and Subcontractors)	
Contractor	Emergent T&M	Contractor labor, material and equipment costs	10%	7.5%	
Subcontractor (at any tier)	Emergent T&M	Subcontractor labor, material and equipment costs	15% (to be shared between Contractor and Subcontractors)	10% (to be shared between Contractors and Subcontractors)	
No Additional Labor	Lump Sum All T&M's	Only Material Costs	2.5%	2.5%	
Standby Time	T&M Only	Labor Costs Only	5%	5%	
Overtime	T&M Only	Premium Labor Costs Only	5%	5%	

3.3 TIME AND MATERIAL (T&M) CHANGE ORDER RECORDS

3.3.1 The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of T & M work and the costs of other Work.

From the above records, the Contractor shall furnish the Construction Manager completed daily work reports for each day's work to be paid for on a T & M basis. The daily T & M work reports shall be detailed as follows:

- (a) Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman.
- (b) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- (c) Quantities of materials, prices, and extensions.
- (d) Transportation of materials.
- (e) Cost of property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions, bonds, and social security tax.
- 3.3.2 Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily work reports, or if not available, they shall be submitted with subsequent daily

T & M work reports. Should said vendor's invoices not be submitted within sixty (60) calendar days after the date of delivery of the material, NJ TRANSIT reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials are available, in the quantities concerned delivered to the location of work less any discounts provided in Sub-article 3.2.9.2(a), above.

- 3.3.3 Said daily time and material work reports shall be signed by the Contractor or its authorized representative.
- 3.3.4 The Construction Manager will compare NJ TRANSIT's records with the completed daily time and material work reports furnished by the Contractor and make any necessary adjustments. Except when daily time and material work reports are submitted for the purpose of recording the cost of disputed items of work, as required under Sub-article 3.1.4, when daily time and material work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by NJ TRANSIT. In the case of disputed items of work, the signature of NJ TRANSIT's Construction Manager represents only the Construction Manager's concurrence with the costs allocated by the Contractor to the disputed work and shall not preclude the Contracting Officer from disputing such work.

3.4 CONTRACTOR INITIATED CHANGE ORDERS

- 3.4.1 The Contractor may request a change order for an increase in the cost of the performance of any part of the Work or a change in the Contract Time only when such costs or time impacts are attributable to the following:
 - a.) Latent errors and omissions in the contract documents;
 - Additional costs or an extension of Contract time for which a change order is expressly permitted under any Article in this Contract.

The Contractor must give immediate notice to the Construction Manager when it becomes aware of the condition causing the initiation of a request for change.

- 3.4.2 Contractor Initiated Change Order Requests (CICOR's) will not be considered unless the Contractor has strictly complied with the notice requirements of the appropriate Articles of this Contract. The Contractor further understands and agrees that neither the procedure established under this Article nor the review of CICOR's by NJ TRANSIT pursuant hereto shall in any way affect the requirements of the filing of a Notice of Claim or the filing of a suit pursuant to the provisions of N.J.S.A. 59:13-1 et seq.
- 3.4.3 Within fifteen (15) calendar days of notification by the Contractor of a condition causing the initiation of a request for change, the Contractor must submit the CICOR with sufficient detail to enable NJ TRANSIT to ascertain the basis and amount of said request. As a minimum, the following information must accompany each request submitted pursuant to the provisions of this Sub-article:

- (a) A detailed factual statement of the CICOR providing all necessary dates, locations and items of work affected by the CICOR;
- (b) The date on which facts arose which gave rise to the CICOR;
- (c) The name, function, and activity of each NJ TRANSIT individual, official or employee involved in or knowledgeable about such CICOR;
- (d) The specific provisions of the Contract which support or mitigate against the CICOR and a statement of the reasons why such provisions support or mitigate against the CICOR;
- (e) If the CICOR relates to a decision of NJ TRANSIT or the Construction Manager which the Contract leaves to NJ TRANSIT's or the Construction Manager's discretion or as to which the Contract provides that NJ TRANSIT's or the Construction Manager's decision is final, the Contractor shall set out in detail all facts supporting its contention that the decision of NJ TRANSIT or the Construction Manager was fraudulent or capricious or arbitrary or is not supported by substantial evidence;
- (f) The identification of documents and the substance of oral communications relating to such CICOR:
- (g) A statement as to whether the additional compensation or extension of time sought is based on the operation of the provisions of the Contract or an alleged breach of contract;
- (h) If an extension of time is sought, the specific days for which it is sought and the CPM schedule data providing a logical basis for such an extension;
- (i) If additional compensation is sought, the exact amount sought and a breakdown of that amount in accordance with the pricing specifications set forth in Article 3.2.

It will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by NJ TRANSIT to determine the facts or contentions involved in the CICOR's, including but not limited to those items identified in Article 3.5.

3.5 AUDIT OF CHANGE ORDERS

3.5.1 The cost records of the Contractor and its Subcontractors pertaining to change orders shall be open to inspection or audit by representatives of NJ TRANSIT during the life of the Contract and for a period of not less than three years after the date of acceptance thereof, and the Contractor and its Subcontractors shall retain such records for that period. This audit provision shall apply whether or not such change orders are part of a suit pending in the courts of this State pursuant to the New Jersey Contractual Liability Act. The audit may be performed by employees of NJ TRANSIT or by an auditor under contract with NJ TRANSIT. The audit may begin with ten (10) calendar days notice to the Contractor or its Subcontractor. The Contractor or Subcontractor shall provide adequate facilities, acceptable to NJ TRANSIT, for such audit during normal business hours. The Contractor or its subcontractor shall make a good faith effort to cooperate with the auditors.

- 3.5.2 If an audit is to be commenced more than sixty (60) calendar days after the acceptance date of the Contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.
- 3.5.3 As a minimum, the Contractor shall maintain and the auditors shall have available to them the following documents:
 - (a) daily time sheets and foreman's daily reports.
 - (b) union agreements.
 - (c) insurance, welfare and benefits records.
 - (d) payroll registers.
 - (e) earnings records.
 - (f) payroll tax forms.
 - (g) material invoices and/or requisitions.
 - (h) material cost distribution worksheet.
 - (i) equipment records (list of company equipment, rates, etc.)
 - (j) vendors', rental agencies', and subcontractors' invoices.
 - (k) subcontractors' payment certificates.
 - (I) canceled checks (payroll and vendors).
 - (m) job cost report.
 - (n) job payroll ledger.
 - (o) general ledger.
 - (p) cash disbursements journal.
 - (q) financial statements for all years reflecting the operations on this Project.
 - (r) income tax returns for all years reflecting the operations on this Project.
 - (s) depreciation records on all company equipment whether such records are maintained by the company involved, or its accountant, or others.
 - (t) if a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
 - (u) all documents which reflect the Contractor's actual profit and overhead during the years this Project was being performed and for each of the five years prior to the commencement of this Project.
 - (v) all documents related to the preparation of the Contractor's Bid including the final calculations on which the Bid was based.
 - (w) all documents which relate to each and every change order together with all documents which support the amount of claimed costs.
 - (x) worksheets used to prepare the CICOR or cost proposal tracing the cost elements of the change order (including, but not limited to, labor, benefits and insurance, materials, equipment and subcontractors) to the primary records which establish the time periods, individuals, hours, rates, materials and equipment involved in the change order.

3.6 SUPPLEMENTAL CONSTRUCTION COSTS

Whenever the Bid Item "Supplemental Construction Costs" appears in the Bidder's Proposal, NJ TRANSIT has provided an allowance for additional or supplemental construction work that it has not yet defined. This allowance is provided for the sole convenience of NJ TRANSIT and can only be used for work authorized by NJ TRANSIT.

All additional or supplemental work authorized under this provision will be incorporated into the Contract by Change Order pursuant to Article 3.1. The Change Order will describe the additional or supplemental work with any associated cost changes and will reduce the Supplemental Construction Cost allowance in the amount specified in the Change Order. Residual amounts remaining in the Supplemental Construction Cost Allowance Bid Item at Final Completion will be deleted from the Contract Amount by NJ TRANSIT.

4. PROTECTION AND CONTROL OF PREMISES

- 4.1 RESPONSIBILITY FOR WORK
- 4.1.1 The Contractor shall be responsible for damages arising from its work on the Project, to any part of the Project work, both temporary and permanent, to adjoining property and to NJ TRANSIT property both within and outside the project limits. The Contractor shall, at its own expense, protect finished work susceptible to damage and keep the same protected until the Project is completed and accepted by NJ TRANSIT.
- 4.1.2 All Contractor and Sub-Contractor personnel are required to carry, and display when requested, a form of photo identification acceptable to NJ TRANSIT.
- 4.1.3 The Contractor shall make, use, and provide proper, necessary, and sufficient precautions, safeguards, and protection against the occurrence of accident, injury, damage or hurt to person or property during the progress of the work. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for damage or injury which may result from its failure to act in a safe, careful, efficient, and workmanlike manner. Any action or direction by NJ TRANSIT or its representatives relating to the adequacy or implementation of the Contractor's precautions, safeguards, and protection shall in no manner relieve the Contractor of any of its obligations or responsibilities hereunder.
- In case of an emergency which threatens persons or property, the Contractor shall act, without previous instructions from the Construction Manager, in a diligent and proper manner to remedy the situation. The Contractor shall notify the Construction Manager immediately. During non-standard work hours (See Sub-Article 4.2.9 for Standard Work Hours) the Rail or Bus Control Center, as appropriate, shall be notified. Claims for compensation by the Contractor for Extra Work arising from emergencies not caused by the Contractor shall be documented and promptly submitted for review and approval. Where the Contractor has notified the Construction Manager of such emergency but has not taken any action, it shall act as instructed or authorized by the Construction Manager.

4.2 USE OF PREMISES

- 4.2.1 Prior to the use of NJ TRANSIT premises, the Contractor shall obtain the approval of the Construction Manager for the Contractor's staging area(s), access and egress to the premises, parking area(s) for Contractor vehicles and equipment, elevator use, and any other use of NJ TRANSIT property, facilities, or on site utilities. The Contractor shall notify the Construction Manager no later than 72 hours in advance of any utility shutdowns that affect NJ TRANSIT facilities. All cut overs of existing mechanical and electrical services shall be done at a time convenient to NJ TRANSIT and any other private or public agency having jurisdiction, so as not to interfere with facility operations.
- 4.2.2 The Contractor shall comply with the rules and regulations of NJ TRANSIT. The Contractor shall confine its apparatus, the storage of materials and the operations of workmen to limits indicated by law, ordinances, permits, contract limit lines as established, or directions of the Construction Manager and shall not unreasonably encumber the premises with its materials. The Contractor shall maintain a reasonably clean job site free of debris and litter.
- 4.2.3 The Contractor shall be responsible for hoisting and distributing material and equipment throughout the Project for its work, and the work of its Subcontractors. The Contractor shall handle materials in a controlled manner with as few handlings as possible. The Contractor shall not drop or throw materials from heights. The Contractor shall not load or permit any part of a structure to be so loaded as might endanger its safety or integrity.

The Contractor agrees to NJ TRANSIT's use and occupancy of a portion or unit of the Project after the portion or unit has been declared Substantially Complete by NJ TRANSIT.

- 4.2.4 The Contractor shall request of and obtain from NJ TRANSIT specific instructions, rules and regulations regarding the required conduct of the Contractor during the construction so that the security and safety of personnel and property, including both NJ TRANSIT's and the general public's, will not be endangered. NJ TRANSIT will not allow an increase in the Contract amount due to the Contractor's failure to determine the conditions under which it must perform its contractual obligations. The Contractor shall enforce the Construction Manager's instructions regarding but not limited to signs, advertisements, fires, smoking, alcohol, safety and cleanliness on the site.
- 4.2.5 Accessibility to the work area shall be determined by the Contractor and approved by the Construction Manager, unless otherwise indicated in the Contract Documents. It is the Contractor's responsibility to make arrangements for use of public and/or private properties required to execute and complete the work under this Contract.
- 4.2.6 Space that the Contractor may require for plant, equipment, storage or other purposes, in addition to that available therefor at the site of the Project, shall be procured by the Contractor and the cost thereof is

considered to be included in the prices Bid for the various items scheduled in the Bid. In event of default, NJ TRANSIT has the right to take over and occupy such space, or cause it to be occupied, for the purpose of completing the Project, at the Contractor's expense. If leased, the lease shall contain a provision that in event of default by the Contractor the lease may be assigned to NJ TRANSIT or its nominee. The Contractor agrees, in event of said default, that it will make such assignment. At the time of execution, a copy of all lease agreements shall be submitted to the Construction Manager.

- 4.2.7 The Contractor shall provide watchmen service, when necessary or when directed by the Construction Manager throughout the period of construction, to adequately protect the work, stored materials and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the construction site.
- 4.2.8 The Contractor shall adequately insure, secure and protect its own tools, equipment, materials and supplies.
- 4.2.9 Regular working hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday. The Contractor shall obtain the written approval of the Construction Manager for performance of work other than during regular working hours or on weekends or Holidays. Standard NJ TRANSIT Holidays are as follows: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day (Monday observance), Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. The Contractor shall advise the Construction Manager no less than ten (10) calendar days in advance of work to be performed during such times. This shall not preclude taking prudent and necessary actions in an emergency situation.

4.3 MAINTENANCE AND CLEANING OF PREMISES

- 4.3.1 The Contractor shall maintain and clean the premises as necessary to ensure a safe, orderly and clutterfree working environment. The Contractor shall comply with the following cleaning requirements:
- 4.3.2 The Contractor shall retain all stored items in an orderly arrangement to allow maximum access, not impede drainage or traffic, eliminate fire hazards and provide proper protection of materials. Weekly, and more often if necessary, the Contractor shall inspect all material storage conditions on the site and restack, tidy, or otherwise service material storage conditions to maintain an orderly arrangement. Scrap, debris, waste materials, and other items not required for construction of the Work shall be regularly disposed of in accordance with the requirements set forth below. The Contractor shall wet down dry materials to minimize dust and prevent blowing dust. The Contractor shall maintain the site in a neat and orderly condition at all times.
- 4.3.3 The Contractor shall provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection, health and protection of the environment. Combustible waste, scrap, rubbish, etc., shall be stored in properly sized metal containers (with metal covers where practical) pending removal from the premises. Pest control services shall be provided as necessary to control vermin, rodents

and other pests. Daily, and more often as necessary, the Contractor shall inspect the site and move all scrap debris and waste material to the place designated for their storage. At least once a week and more often if necessary, the Contractor shall completely remove and legally dispose of all scrap, debris and waste material from the job site. Placement of waste containers and carting schedules shall be submitted to the Construction Manager for the Construction Manager's review and approval. If the Contractor fails to remove debris from the site within seven (7) calendar days after it has been given written notice to do so by the Construction Manager, the Construction Manager will have the debris removed by others and the cost backcharged to the Contractor.

- 4.3.4 Weekly, and more often if necessary, the Contractor shall sweep all interior spaces clean. "Clean", for the purpose of this Subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and a hand-held broom.
- 4.3.5 Preparatory to the installation of any succeeding materials, the Contractor shall clean all structures, or pertinent portions thereof, to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all equipment and materials required to achieve the required cleanliness.
- 4.3.6 The Contractor shall schedule cleaning operations so that dust and other contaminants resulting from any cleaning process will not fall on wet, newly painted surfaces.
- 4.3.7 The Contractor shall schedule final cleaning, as approved by the Construction Manager, to enable NJ TRANSIT to accept a completely clean project. Prior to completion of Work, the Contractor shall remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. The Contractor shall remove all traces of soil, waste material, mortar and paint droppings, grease and other foreign matter from all interior and exterior surfaces. All floor slabs shall receive a final steam cleaning.

4.4 FIRE PREVENTION ON PREMISES

- 4.4.1 Each Contractor shall perform its work on or about the premises in a careful manner with full consideration to fire prevention as required by the New Jersey Uniform Fire Code (NJUFC), N.J.A.C. 5:71-1 et seq., and its referenced standards. Fire resistant materials shall be used for temporary enclosures. Storage of flammable materials on the site shall be subject to limitations specified in the NJUFC and the approval of the Construction Manager, and shall be the Contractor's responsibility. Accessibility to fire hydrants shall be maintained at all times. On site open burning of rubbish, garbage, trade waste, leaves or plant life is strictly prohibited by New Jersey law.
- 4.4.2 Chemical extinguishers approved by the Construction Manager shall be provided by the Contractor during the progress of the work where specified by the NJUFC or required by Fire Officials from the DCA Bureau of Fire Safety or the local fire department. In addition, the Contractor shall be responsible for furnishing and

maintaining his own extinguisher equipment in storage sheds, warehouses, Contractor's offices, and workmen's temporary buildings.

- 4.4.3 The Contractor shall maintain an active program of fire prevention to keep workers fire conscious during the entire Contract duration. It shall designate one member of its organization to execute and coordinate the fire control measures of its own organization, that of all Subcontractors under its jurisdiction and that of all other personnel at the site. It shall report to the Construction Manager any lack of cooperation or refusal to participate on the part of any worker or Subcontractor with regard to the fire prevention program. Failure of any worker or Subcontractor to cooperate with the Contractor in carrying out the above program shall be grounds for barring that individual or firm from the Project.
- 4.4.4 Temporary heating systems provided under Article 5.6 shall conform to the requirements of the NJUFC where the building is fully or partially occupied.
- 4.4.5 Where required under the NJUFC, the Contractor shall be responsible for obtaining required permits from the DCA Bureau of Fire Safety for flammable or combustible gas or liquid storage, fumigation/fogging, blasting, welding, burning, cutting and torch-applied roofing or paint removal.

4.5 PROTECTION AGAINST DAMAGE

- 4.5.1 The Contractor shall protect existing property, structures, curbs, walks, drives, trees, shrubs, lawns, and landscape work on the site or affected by its activities from damage and shall provide such guards and covering as necessary. Damaged items shall be repaired or replaced at the Contractor's expense to the satisfaction of NJ TRANSIT. No extension of time will be allowed for repair or replacement of damaged items. Should the Contractor not repair or replace such damaged items, NJ TRANSIT will take corrective measures and deduct the cost from the Contract Price.
- 4.5.2 It shall be the responsibility of the Contractor at all times to protect construction excavations, trenches up to 10 feet from structures, and the structures from water damage, including damage by rainwater, ground water, backing up of drains, downspouts, or sewers. The Contractor shall construct and maintain necessary drainage and do pumping required to keep the Project free from water, and shall perform pumping necessary for the full and proper execution of the construction work and protection of the Project including equipment installed therein.
- 4.5.3 Beyond a point 10 feet from facilities, it shall be the responsibility of the Contractor to protect the trenches by shoring or other methods and perform pumping required to dispose of the surface and subsurface water to permit the satisfactory performance of the work. Each Contractor shall provide its own pumping equipment of adequate capacity and shall be responsible for fuel, cost of operators, and supervision.

- 4.5.4 The Contractor shall protect equipment, such as electric switch gear and HVAC equipment that is subject to damage by moisture during the period from installation of equipment to completion of the Project acceptance, and shall provide temporary waterproof enclosures and ceilings over such equipment. The interior of the enclosure shall be kept dry by whatever measures are necessary. Special openings shall be provided in the enclosures and ceilings in order to service the equipment during the protection period. The Contractor shall procure and maintain, during the protection period, insurance covering the subject equipment in the full amount of the value of the equipment. See Article 9.2- INSURANCE for submission of proof of carriage of insurance.
- 4.5.5 The Contractor shall remove snow and ice as may be required for the proper protection and prosecution of the Contract and to provide access to the Project Site.
- 4.5.6 In the event of temporary suspension of work, or during inclement weather, or whenever the Construction Manager shall direct, the Contractor shall protect, and shall cause its Subcontractors to protect, carefully its and their work and materials against damage from the weather. If, in the opinion of the Construction Manager or NJ TRANSIT, work or materials have been damaged, such work or materials shall be removed and replaced at the expense of the Contractor.
- 4.5.7 Unless otherwise specified or shown in the Contract Documents, the Contractor shall provide protection of the entire construction area. It shall also install four foot high snow fence around trees that are to remain and that are located within the Contract Limit Line, at a distance equal to the branch spread of the tree.

4.6 PROTECTION OF PRIVATE PROPERTY

The Contractor shall not enter on or make use of private property in the prosecution of the Project unless written permission therefor is secured, in duplicate, from the owner of the property, one copy of which shall be filed with NJ TRANSIT. The Contractor shall promptly restore or repair, without cost to NJ TRANSIT and in a manner satisfactory to the owner of the property, property damaged or destroyed by its operations. Special attention shall be given to the protection of existing landscape features and natural vegetation.

4.7 PROTECTION OF PUBLIC UTILITIES

4.7.1 The terms public utility or public utilities used in this Contract shall be construed to include those publicly and privately owned. Within the site of the Project there may be public utility facilities, and notwithstanding any other clause or clauses of this Contract, the Contractor shall not proceed with its work until it has made diligent inquiry at the offices of the Construction Manager, the utility companies and municipal authorities, NJ TRANSIT or other owners to determine their exact location. The Contractor shall notify, in writing, the utility companies and municipalities or other owners involved of the nature and scope of the Project and of its operations that may affect their facilities or property. Two copies of such notices shall be sent to the Construction Manager.

The Contractor's attention is called to the fact that the exact locations of the various overhead and underground lines, utilities, and structures located throughout the Project are unknown, and the Contractor is advised to use extreme caution during construction. The plans showing the approximate locations of the various overhead and underground lines, utilities, and structures are to be used only as guidelines and are not guaranteed as to their accuracy or correctness.

4.7.2 The Contractor shall carry out its work carefully and skillfully and shall support and secure public utility facilities so as to avoid damage to them. Flow in drains and sewers shall be satisfactorily maintained. The Contractor shall not move any public utility facilities without the owner's written consent and, upon the completion of the work, the condition of the facilities shall be as safe and permanent as before. When public utility facilities are damaged by the Contractor, it shall notify their owner, who shall cause the damage to be repaired at the Contractor's expense. If the cost thereof is not paid by the Contractor within thirty (30) calendar days after repairs have been completed, the Contracting Officer shall deduct an amount sufficient to cover the cost from any monies due or that may become due the Contractor under this Contract. Service connections damaged by the Contractor shall be repaired by competent skilled mechanics.

During the normal course of construction the Contractor may find it necessary to temporarily relocate certain public utilities in order to proceed. The Contractor will be responsible for the coordination and scheduling of all such relocations with the utility owner. If the Bid Item "Protection of Public Utilities" appears in the Bidder's Proposal, NJ TRANSIT shall reimburse the Contractor for these relocation services upon receipt of an itemized invoice from the participating utility owner, and only for the amount of the invoices, to be submitted along with the Contractor's monthly invoice. If the Bid Item "Protection of Public Utilities" does not appear in the Bidder's Proposal, the Contractor shall assume all costs associated with the temporary relocation of public utilities.

When facilities requiring relocation belong to NJ TRANSIT, the Contractor shall make requests for relocation by NJ TRANSIT personnel through the Construction Manager. The cost of such relocation shall be borne by NJ TRANSIT.

4.7.4 Under no circumstances shall the Contractor be entitled to damages of any kind arising from the need to relocate public utilities in order to complete the Work.

4.8 PROTECTION OF EXISTING MONUMENTS

Existing monuments and title stones which need not be removed shall be left in place and protected by the Contractor against damage and dislocation. When relocation or change in the grade of existing monuments is necessary, they shall be protected in their original position until their removal is approved by NJ TRANSIT, and shall be reset when directed and in conformance with the new lines and grades to be furnished by the Contractor. Monuments and title stones that are to be left in place or reset and are moved without approval of NJ TRANSIT shall be replaced at the Contractor's expense.

- 4.9 MAINTENANCE AND PROTECTION OF ROADWAY AND PEDESTRIAN TRAFFIC
- The Contractor shall conduct its work with the least possible obstruction of traffic. The convenience of the public and of the residents adjacent to the Project, and the protection of persons and property, are of primary importance and shall be provided for by the Contractor in an adequate and satisfactory manner. When a detour will be established, the Contractor shall make arrangements for establishing, maintaining, and signing for it and provide safety measures as are necessary to provide traffic guidance and protection. The signage shall include safety, directional and informational signals and devices necessary to provide effective pedestrian and vehicular circulation. The number and location of the signals and devices shall be subject to the Construction Manager's approval.
- 4.9.2 The Contractor shall erect or place, and maintain in good condition, appropriate and adequate barricades, signs, lights, beacons, flares, approved red flasher units, rubber cones, drums and other warning and danger signals and devices at working sites, closed roads, intersections, open excavations, locations of material storage, standing equipment and other obstructions; at points where the usable traffic width of the road is reduced; at points where traffic is deflected from its normal course of lanes; and at other places of danger to vehicular or pedestrian traffic or to completed work. Flagmen will be used as necessary. The various traffic control and warning devices shall be in accordance with Part VI of the Manual on Uniform Traffic Control Devices of the USDOT and approved by NJ TRANSIT's Construction Manager.
- 4.9.3 The Contractor shall provide, maintain and remove when no longer required, temporary driveways, parking areas and walkways that may be necessary to allow access to all parts of the Project, to adjacent property, and for handling of materials and equipment. Should the Contractor elect to place materials that will be incorporated into the permanent driveways, parking areas or walks, it shall not do so without having prepared the subgrade as may be elsewhere required by the Specifications nor will it be relieved from responsibility for providing additional materials or for reworking the subgrade, if required to make the improvements conform fully with the Specifications.
- 4.9.4 The Contractor shall obtain permission in writing from the Construction Manager before using existing driveways or parking areas for construction purposes. It shall maintain such driveways and areas in good condition during the construction period, and at the completion of the Project, shall leave them in the essentially equal or better condition as at the start of the work to the satisfaction of the Construction Manager.
- 4.9.5 The Contractor shall employ construction methods and means that will keep flying dust to the minimum. Trucks hauling materials shall have tight tail gates and shall be loaded with adequate freeboard of not less than three inches, without precarious cones or piles of material. It shall provide for the containment of dust on the Project, and on roads, streets and other areas immediately adjacent to the Project limits, wherever traffic or buildings that are occupied or in use are affected by such dust. The materials and methods used for dust control shall be subject to the approval of NJ TRANSIT.

- 4.9.6 When vehicular or pedestrian traffic, or both, is to be maintained on new or existing roadways and pedestrian paths of travel, the Contractor shall plan and carry out its work to provide for the convenient and safe passage of such traffic. The Contractor shall provide for prompt removal from such roadways and pedestrian paths of all dirt and other materials that have been spilled, washed, tracked or otherwise deposited thereon by its hauling or other operations. Roadways and pedestrian paths within the limits of the Project which are reserved for traffic shall be maintained by the Contractor free from obstructions and in a smooth traveling condition at all times.
- 4.9.7 The Contractor shall not perform construction work above vehicular or pedestrian traffic until it obtains explicit written permission from the Construction Manager. Subject to such permission, the Contractor shall provide the necessary devices and means to protect such traffic from falling construction materials and other objects and from painting operations, during the time that construction work is carried on above traffic.
- 4.9.8 The Contractor shall comply with local codes and ordinances affecting complete or partial roadway closings, detours and roadway and pedestrian protective measures. All costs associated with maintaining and protecting roadway and pedestrian traffic is at the Contractor's sole expense and is considered included in the Contract Price.

4.10 MAINTENANCE OF MARINE TRAFFIC

Work over, on or adjacent to navigable waters shall be so conducted that free navigation of the waterways will not be interfered with and the existing navigable depths will not be impaired except as allowed by permit issued by the U.S. Coast Guard and/or the U.S. Army Corps of Engineers, as applicable.

4.11 MAINTENANCE OF RAILROAD TRAFFIC

4.11.1 Where the Project includes work across, over, under or adjacent to railroad tracks or railroad right-of-way as specified in the Contract Documents, the Contractor shall safeguard the traffic, tracks and appurtenances, and other railroad property affected by its work. It shall comply with the regulations of NJ TRANSIT Rail Operations and those of any other operating railroad company relating to the work; shall keep the tracks clear of obstructions; shall provide barricades, warning signs, lights, flares, and other danger signals and means of protection; and shall arrange with the operating railroad company through NJ TRANSIT for the furnishing of watchmen and flagmen and other protective service that may be required by the railroad company. The Contractor's work activities shall be conducted in strict conformance with the governing rules of the specific railroad on whose track it is working as detailed in Appendix D to these General Provisions. The Contractor shall note that work around and adjacent to the railroad is severely restricted during the annual holiday moratorium on performance of work, which is defined as the period beginning five (5) calendar days prior to Thanksgiving and ending on January 2 of the following year. Track outages and fouling may not be permitted during this period.

- 4.11.2 Work done within NJ TRANSIT railroad right-of-way shall be subject to the approval of NJ TRANSIT in matters affecting railroad property and the safety and operation of its trains. The safety and continuity of railroad operation shall be of primary importance and shall be at all times protected and safeguarded. The Contractor, and any Subcontractor, shall perform and arrange all pertaining construction work accordingly. Work shall be performed carefully and shall be regulated so as to avoid interruption of train movements and damage to the tracks and other facilities of the railroad. The Contractor agrees that delays in the performance of the Work attributable to the operations of the railroad shall not be the basis of claims for damages for delay or otherwise or for additional compensation. However, the Contractor may be entitled to an extension of time for completion of the Work, but only to the extent that the critical path of the work schedule is impacted by NJ TRANSIT railroad operations.
- 4.11.3 The maintenance and protection of railroad traffic will not be paid for under any specific scheduled item but the cost thereof, including the safeguarding of tracks, traffic and appurtenance of the railroad, watchmen, barricades, lights, signs, signals, warning, other protection and services is considered included in the Contract Price.
- 4.11.4 If work is done on or affecting the property of a railroad company other than NJ TRANSIT, the railroad company may assign inspectors or engineers during the time the Contractor is engaged in construction work on said railroad property for the general supervision of construction operations to insure adherence to Plans and Specifications and to insure the use of approved construction methods pertaining to the safety and condition of the company's right-of-way. The salary and expense of said inspector and/or engineers and the cost of other engineering services furnished by the railroad company will be at no cost to the Contractor, unless otherwise specified in the Special Provisions. The same care taken to protect NJ TRANSIT railroad traffic as set forth above shall be exercised in the protection of railroad traffic on other affected railroads.

4.11.5 Detailed Protective Measures

- A. General
- Whenever in this Sub-article the term "Railroad" is used without further qualifications, it shall mean and be taken to mean NJ TRANSIT Rail Operations.
- The Contractor should note that the proposed work involves construction operations on and over property owned or controlled by the Railroad and will be performed adjacent to the high speed main line electrified tracks of the Railroad in the vicinity of high voltage lines of the Railroad. In working near these lines great care must be exercised and the Railroad's rules detailing requirements for clearance to be maintained between equipment and energized wires and other instructions in regard to working in the vicinity of their electric operations and requirements must be strictly observed whenever the tracks, structures, or properties of the Railroad are involved or affected.

- 3. Prior to commencement of work on Railroad property, the Contractor will name a qualified safety representative to interface with the Railroad's supervision. The Contractor safety representative will be responsible for ensuring full compliance with the Railroad's safety policies and procedures as they relate to the project. All Contractor personnel working within fouling distance shall attend the Railroad's safety orientation class which will be provided by the Railroad at no cost to Contractor. The Contractor's personnel may be required to travel to offices in Newark at One Penn Plaza East, or some other location convenient to the Railroad and remote from the site, for administration of this class. Each trained employee shall be issued a safety sticker to be placed on the employee's hard hat. The employee must display the sticker when working in the Railroad's limits. Contractor shall comply with the Railroad's safety requirements throughout the entire construction period. All costs encountered by Contractor due to complying with Railroad's safety requirements shall be at the sole expense of Contractor.
- 4. If, during the carrying out of the Work, the tracks or other facilities of the Railroad are endangered, the Contractor shall immediately do such work as directed by the Railroad to restore safety, and upon failure of the Contractor to carry out such orders immediately, the Railroad may take whatever steps as are necessary to restore safe conditions. The cost and expense to the Railroad of restoring safe conditions or of any damage to the Railroad's trains, tracks or other facilities caused by the Contractor or Subcontractor's operations, shall be considered a charge against the Contractor and shall be paid for by the Contractor, or may be deducted from any monies due or that may become due to Contractor under this Contract. Final payment to Contractor shall be contingent upon a showing by the Contractor that the bills of the Railroad for such services have been paid by the Contractor.
- B. Rules and Regulations
- 1. Railroad traffic shall be maintained at all times with safety and continuity, and the Contractor shall conduct all of its operations on or over the Railroad's right-of-way fully within the rules, regulations, and requirements of the Railroad. The Contractor shall be responsible for acquainting itself with such requirements as the Railroad may demand. It is understood and agreed that the Contractor is cognizant of the limited ability of NJ TRANSIT to control the actions of the Railroad's operations and in its Bid has made allowance for the fact that no additional compensation will be allowed for any delays, inconvenience or damages sustained by Contractor due to the actions, operations, inactions, or interference of the Railroad.
- The Contractor shall obtain verification of the time and schedule of track occupancy from the Railroad before proceeding with any construction or demolition work over, under, within, or adjacent to the Railroad's right-of-way. The Contractor shall submit for the approval of the Railroad a detailed description of the method of procedure which will be followed for Work within these areas. The Work in the field shall not proceed until the plans and method of procedure have been approved by the Railroad.
- 3. All work to be done under or over the Railroad's right-of-way shall be performed by the Contractor in a manner satisfactory to the Railroad and shall be performed at such times and in such manner

- as not to interfere with the movement of trains or traffic upon the tracks of the Railroad. The Contractor shall use all necessary care and precaution in order to avoid accidents, damage, delay or interference with the Railroad's trains or other property.
- 4. The Contractor shall give written notice to NJ TRANSIT's Construction Manager and the Railroad at least thirty (30) calendar days prior to the commencement of any Work, or any portion of the Work, by the Contractor or its Subcontractors on, over or adjacent to the Railroad's right-of-way, in order to protect Railroad traffic.
- If deemed necessary by the Railroad, it may furnish or assign an inspector who will be placed on
 the site of the Work during the time the Contractor or any Subcontractor is performing work under
 the Contract on Railroad property. The cost and expense will be paid directly by NJ TRANSIT.
- 6. Before proceeding with any construction or demolition work on, over or adjacent to the Railroad's property, a pre-construction meeting shall be held, at which time the Contractor shall submit for approval of the Railroad plans, computations, and a detailed description of Contractor's method of procedure for accomplishing the Work required under this Contract, including methods of protecting railroad traffic; however, such approval shall not serve in any way to relieve the Contractor of its complete responsibility for the adequacy and safety of its methods or procedures.
- During the demolition procedures the Contractor must provide an approved shield to prohibit all debris from falling onto Railroad's right-of-way. The shield must be designed to provide a solid barrier between the work area and the tracks below. This shield must span over all tracks plus an additional 15 feet beyond the center line of each track. The Contractor is to submit details and calculations of the proposed shield for Railroad approval.
- 8. Whenever equipment or personnel are working closer than fifteen (15) feet from the nearest rail or eighteen (18) feet from the center line of track or over the top of track within this limitation, that track shall be considered fouled. Cranes, shovels, or any other equipment shall be considered to be fouling the track when located in such position that failure of same, with or without load, brings the equipment within the fouling limit. Operations within this fouling distance shall be conducted only with the permission of the Railroad and as directed by qualified railroad employees providing protection for track, signal, and catenary equipment. A power line is fouled and subject to hazard when any object is brought to a point less than ten (10) feet therefrom and a signal line or communication line shall be considered fouled and subject to hazard when any object is brought nearer than eight feet to any wire or cable.
- 9. The Contractor shall conduct its Work and handle its equipment and materials so that no part of any equipment shall foul an operated track or wire line without the written permission of the Railroad and NJ TRANSIT's Construction Manager. When the Contractor desires to foul an operated track, it must give the Railroad and NJ TRANSIT's Construction Manager written notice of its intentions thirty (30) calendar days in advance, so that if approved, arrangements may be made for proper protection of the Railroad. Although the Railroad may shift or reroute traffic to accommodate Contractor, flagging protection shall still be provided when fouling a normal operating track as this track could be returned to operation on short notice as necessitated by

demand. Contractor shall conform to working hours as determined by the Railroad with regard to fouled tracks and/or platform work. If railroad flagmen or protection is not available, construction work shall not be undertaken if this Work is to take place within the fouling limits. Should Contractor violate any of the conditions set forth herein, Railroad shall have the right to remedy the situation as appropriate, including suspending the Work, at the sole cost and expense of Contractor. The Contractor's employees and equipment will not be permitted to work near overhead wires or apparatus, except when protected by a Class A employee of the Railroad who will take necessary precautions for their safety before starting and during the progress of such Work. The Contractor must supply and install a grounding cable (4/0 copper or equivalent ACSR) for each piece of equipment working adjacent to any electrified lines. The ground must be an approved 'C' clamp type ground. When Contractor is working in existing electrified territory, it shall comply with the High Voltage Proximity Act, N.J.S.A. 34:6-47 et seq.

- 10. Equipment of the Contractor to be used adjacent to the tracks shall be in first-class condition so as to fully prevent failures of defective equipment that might cause delay in the operation of trains or damage to Railroad facilities. The Contractor's equipment shall not be placed or put into operation adjacent to tracks without first obtaining permission from the Railroad and NJ TRANSIT's Construction Manager. Under no circumstances shall any equipment or materials be placed or stored within eighteen (18) feet from the near rail of a track in operation.
- 11. Materials and equipment belonging to the Contractor shall not be stored on Railroad property without first having obtained permission from the Railroad NJ TRANSIT's Construction Manager and such permission will be on the condition that the Railroad and NJ TRANSIT will not be liable for damage to such materials and equipment from any cause. The Contractor shall keep tracks adjacent to the site clear of all refuse and debris that may accumulate from its operations, and shall leave the Railroad property in the condition existing before the start of its operations.
- 12. The Contractor shall consult the Railroad and NJ TRANSIT's Construction Manager in order to determine the type of protection required to insure safety and continuity of Railroad traffic incident to the particular methods of operation and equipment to be used on the Work. Any B & B Inspectors, track foremen or track watchmen, signalmen, electric traction linemen, or other employees deemed necessary for protective services by the Railroad, or its duly authorized representative, to insure the safety of trains, contingent upon the Contractor's operations, shall be obtained from the Railroad by the Contractor. The Contractor shall make all such requests through NJ TRANSIT's Construction Manager. The cost of same shall be paid by NJ TRANSIT.
- 13. The providing of such watchmen and other precautionary measures shall not, however, relieve the Contractor from liability for payment of damages caused by its operations.
- 14. The Railroad will require flagging and/or other protection of railroad traffic during all periods when the Contractor is working on or over the right-of-way of the Railroad, or as may be found necessary in the opinion of the Railroad Engineers. When protection is required the Contractor shall make the requests in writing to NJ TRANSIT's Construction Manager, who will forward same to the Railroad at least thirty (30) calendar days before such protection is required. NJ TRANSIT

shall be responsible for any compensation owing to the Railroad for such protection. Contractor shall not include the cost of such railroad protective services in its Bid. However, the costs for safeguarding the tracks, barricades, lights, signs, signals warnings, other protections and services, including insurance shall be provided by the Contractor and shall be included in the Bid price.

- 15. Prior to the beginning of Work, it must be determined whether the tracks near the work area must be taken out of service. The track must be taken out of service by a qualified Railroad employee when any of the following conditions exist:
 - Any construction machinery or equipment occupies the traffic envelope or is standing within 18 feet of the center line of an outside track.
 - Any unsecured construction materials are stored within 20 feet of the center line of any track.
 - c. Excavations will be performed under operating tracks or adjacent to where stability of tracks may be affected. Under no circumstances will excavations be permitted within the "track live load influence line". The live load influence occurs when an excavation nearest the adjacent track intersects a line from a point five feet horizontally from center line of adjacent track at the plane of the base or rail drawn on a slope of 1-1/2 foot horizontal to one foot vertical. If the excavation occurs within this perimeter, then temporary earth support plans, designed and sealed by a registered professional engineer, shall be submitted for approval. In any event, the excavation shall be no less than 25 feet from adjacent track, unless otherwise approved by the Railroad. Excavations shall be fenced, lighted, and otherwise protected as directed by the Railroad.
 - d. Any other conditions, circumstances, or situation that may present a danger to the safe movement of trains.
- 16. It shall be expressly understood that this Contract includes no work for which the Railroad is to be billed by the Contractor, and it shall be further understood that the Contractor is not to bill the Railroad for any work which the Contractor may perform.
- Upon completion of the work and as a condition of Final Acceptance, the Contractor shall remove from within the limits of the Railroad's right-of-way, all machinery, equipment, surplus materials, false work, rubbish and temporary buildings and other property of the Contractor, or Subcontractor, and shall leave the right-of-way in a condition satisfactory to the Railroad and NJ TRANSIT's Construction Manager.
- 18. Contractor notices for assignment of Railroad personnel and other written requests shall be directed to the Railroad through NJ TRANSIT's Construction Manager.
- 19. Crossing of tracks at-grade by equipment and personnel is prohibited except by prior arrangement with the Railroad.
- 20. All tunneling, jacking and boring operations within the railroad track influence lines shall be performed on a 24 hour/day basis to minimize the Railroad's exposure to construction hazards.
- 21. No Work across, over, under or adjacent to the Railroad shall commence until the Contractor's written notice is received and approved by the Railroad and all required personnel have attended

the Railroad's safety class. Thereafter, rail protective personnel will be assigned, as required, for the Work.

4.12 WORK FURNISHED BY OTHERS

- 4.12.1 NJ TRANSIT may, and reserves the right to, enter upon the work site, or areas adjacent thereto, at any and all times during the progress of the work, or cause others to do so, for the purpose of performing work not included in these Contract Documents.
- 4.12.2 When such additional work is to be performed, the Contractor shall conduct its work so as not to interfere with or hinder the progress or completion of the work being performed by others. Moreover, the Contractor assumes the positive obligation of cooperating with such others and coordinating its activities with theirs. If there is a difference of opinion as to the respective rights of the Contractor and others doing work within the limits of or adjacent to the Project, NJ TRANSIT will decide as to the respective rights of the various parties involved in order to secure the completion of NJ TRANSIT's work in general harmony and in a satisfactory manner. NJ TRANSIT's decision shall be final and binding on, and shall not be cause for claims by the Contractor for additional compensation.
- 4.12.3 The Contractor shall assume all liability, financial or otherwise, in connection with this Contract and hereby waives any and all claims against NJ TRANSIT for additional compensation that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of others working within the limits of or adjacent to the Project.
- 4.12.4 The Contractor will not be held responsible for damage or loss to work performed on the Contract or on other contracts within or adjacent to the site of the Project that may be caused by or on account of the work of others. The Contractor will be held responsible for any damage or loss done or caused by its work or forces to the work performed by other contractors within or adjacent to the site of the Project and it shall repair or make good any such damage or loss in a manner satisfactory and without cost to NJ TRANSIT.
- 4.12.5 The Contractor shall examine work or materials not included in this Contract, the installation of which will affect the work in this Contract, and should the same be imperfect, incorrect or insecure, it shall notify the Construction Manager immediately in order that the same may be rectified. The Contractor shall arrange its work and shall place and dispose of the materials being used so as not to interfere with the operation of others within the limits of the Project or adjacent thereto. The Contractor shall join its work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

4.13 ARTS IN TRANSIT

4.13.1 Art is included in NJ TRANSIT's capital program to enhance the appearance of NJ TRANSIT's buildings and infrastructure. As such, this Contract may incorporate art as designated by NJ TRANSIT.

NJ TRANSIT will be responsible for the selection of the Artist(s) and the Contractor shall enter into and abide by the Artist Agreement contained in Appendix E, Agreement between Contractor and Artist. The Contractor shall place no other contract requirements or conditions upon the Artist(s). The Contractor shall submit a copy of the executed agreement to the Construction Manager within fifteen (15) calendar days after its execution. NJ TRANSIT retains the right to direct the Contractor to amend the Artist Agreement under the terms of Article 3.1, Change Orders.

4.13.2 The Contractor shall prosecute its Work so that installation of Artwork shall proceed in the manner and within the scheduled times directed by NJ TRANSIT and as incorporated in the Artist Agreement. The installation of the Artwork shall be included in the Contractor's Construction Progress Schedule.

Should the subject Artwork not be deemed substantially complete by NJ TRANSIT within the specified time allotted in the Artist Agreement, except for causes beyond the Contractor's and Artist's control, NJ TRANSIT may deduct from the amount due the Contractor \$100.00 per calendar day of delay as Artwork Liquidated Damages. The Artwork Liquidated Damages are to be separate from the Contract liquidated damages set forth in Article 2.1, TIME OF COMPLETION, DELAY, LIQUIDATED DAMAGES.

The Contractor shall not be charged with the Contract liquidated damages when the delay in substantial completion of the Work is solely due to late completion of the Artwork, unless the delay is attributable to acts or omissions of the Contractor. In that event, only the Artwork Liquidated Damages shall apply.

- 4.13.3 Upon completion and installation of the Artwork, NJ TRANSIT shall inspect the Artwork and installation and shall either accept or reject the Artwork. Upon NJ TRANSIT's acceptance of the Project and as part of the Contract close-out process, the Contractor shall assign the Agreement with the Artist(s) and all rights to the Artwork to NJ TRANSIT.
- 4.13.4 Payment for the above work and services shall be made from the Allowance identified in the Bidder's Proposal under the Item entitled: "Artwork Allowance". The Contractor shall pay the Artist in accordance with Attachment A, "Fees, Material and Payment Schedule" in the Artist Agreement. The Contractor is entitled to a markup of 5% overhead and 5% profit on the Artist's contract amount identified in the Artist Agreement as "Attachment D".

5. MOBILIZATION AND TEMPORARY FACILITIES

- 5.1 MOBILIZATION
- 5.1.1 When the item Mobilization and General Requirements (Mobilization) is included as a Contract Item it shall consist of initiating the Contract, and shall include such portions of the following as are required at the beginning of the Project: setting up the Contractor's general plant, offices, shops, storage areas, sanitary and other facilities as required by the Specifications, by Federal, State, or local law or by regulation; providing access to the Project site; obtaining necessary permits, grants and licenses, and payment of fees;

protecting existing utilities; lighting work areas; providing shop drawings; sampling and testing of materials; providing required insurance and bonds other than the Performance Bond and Payment Bond, unless Insurance Bid Items are included in the Bidder's Proposal. Mobilization shall also be deemed to include the Contractor's cost of ongoing maintenance and protection of the work premises, demobilization and remobilization as necessary to accommodate sequencing the work, and all costs associated with the provision and maintenance of temporary facilities, unless a specific Bid Item has been provided in the Bidder's Proposal for a specific element of work (e.g. Field Offices).

- 5.1.2 Payment for Mobilization as hereinbefore specified will be made for the lump sum price bid therefor, regardless of the fact that the Contractor may have, for any reason, shut down its work on the Project or moved equipment away from the Project and back again.
- 5.1.3 Except where a specific Bid Item has been provided in the Bidder's Proposal for a specific element of work, the provisions for payment of the Contract Item Mobilization supersede any provisions elsewhere in the Contract for including the costs of these initial and ongoing services and facilities in the prices bid for the various Contract Items in the Proposal.
- 5.1.4 Payment to the Contractor for the item Mobilization will be made in accordance with the following schedule:
 - (a) When five (5) percent of the work is completed twenty-five (25) percent of the amount bid for mobilization or two and one half (2 1/2) percent of the total Contract Price, whichever is less, will be paid.
 - (b) When ten (10) percent of the work is completed an additional twenty-five (25) percent of the amount bid for mobilization or five (5) percent of the total Contract Price, whichever is less, will be paid.
 - (c) When twenty-five (25) percent of the work is completed an additional twenty-five (25) percent of the amount bid for mobilization or six (6) percent of the total Contract Price, whichever is less, will be paid.
 - (d) When fifty (50) percent of the work is completed an additional twenty-five (25) percent of the amount bid for mobilization or ten (10) percent of the total Contract Price, whichever is less, will be paid.
 - (e) The percentage of work completed shall be the total of payments earned, exclusive of the amount paid for this item, as shown on the monthly certificates of the approximate quantities of work done.
 - (f) Upon completion of all work on the Project, payment for any amount bid for mobilization in excess of ten (10) percent of the total Contract Price will be paid.
- 5.1.5 When the item Mobilization is not a Contract Item, no specific payment will be made for the work included in this Article. All costs thereof shall be included in the prices bid for the various scheduled Contract Items.

5.2 FIELD OFFICE AND SANITARY FACILITIES

- 5.2.1 The Contractor shall provide a field office on or as convenient to the job site as possible, subject to the approval of the Construction Manager and sufficient to accommodate NJ TRANSIT representatives assigned to the Project. Such space, together with necessary furnishings, equipment, supplies, etc., and all utilities shall be as required by this Article.
- 5.2.2 Within thirty (30) calendar days of the Notice to Proceed, the Contractor shall provide and maintain the mobile trailer units described herein with parking facilities for five vehicles. The Field Office and the parking facilities will be for the use of the Construction Manager, Engineer/Architect, and their staff.
- The Field Office shall be a new or like new NJDCA approved weatherproof mobile trailer with a 7-foot minimum ceiling height, weatherproof windows (screened), doors each equipped with adequate locking devices, and a burglar and fire alarm system to be connected to a local 24-hour security service. The Field Office shall total at least 576 square feet and shall be divided into three rooms, one with a floor area of not less than 288 square feet and two with floor areas of not less than 144 square feet. All walls shall be paneled. The Field Office location shall be approved by the Construction Manager. The trailer shall be adequately tied down to resist high winds. The Contractor shall level the Field Office trailer and provide entrance steps, landing platforms, handrails, and under trailer enclosures as directed by the Construction Manager. The Contractor shall obtain required DCA permits and approvals for the Field Office as well as any subsequent permit renewals.
- 5.2.4 All Field Office windows are to be protected by expanded metal grilles with angle frames which are to be through bolted top 2" x 2" x 1/4" plates. All external doors are to be heavy duty construction with cylinder locks and with two 2" x 2" x 1/4" angle bars which can be placed across the closed door and padlocked in place. Padlocks to be placed through eye bolts which are to be through-bolted to 2" x 2" x 1/4" plates. Contractor shall supply the padlocks and all keys (original and copies) to the Construction Manager.
- 5.2.5 The Contractor shall maintain and service the Field Office trailer as specified in this Article. Upon project completion, and only after receipt of written authorization from the Construction Manager, the Contractor shall remove the Field Office from the job site.
- 5.2.6 Any relocation of the Field Office trailer and utilities during the entire project duration shall be the Contractor's responsibility.
- 5.2.7 The Contractor shall provision the Field Office as follows:
 - Provide adequate lighting, electrical receptacles, and ground fault circuit interruptions as required by OSHA.
 - 2. Provide lighting to furnish a minimum of 100 foot-candles at desk height uniformly in all areas.

- 3. Provide heating and cooling equipment and any necessary fuel to maintain an ambient air temperature of 70 degrees F +/- 5 degrees F.
- 4. Provide and maintain a source of hot and cold potable water for use in a flushing water closet, and for hand washing. The Contractor shall be responsible for plumbing hook-up to a sanitary line or for provision of a storage tank.
- 5. Provide five separate phone lines; three lines to be equipped for voice; one for fax and one with modem capabilities. Provide and install the phone system with three new touch-tone phones with answering machine, speaker and hunting capabilities. All equipment shall be approved by the Construction Manager prior to installation.
- 6. Provide OSHA required fire extinguisher.
- 7. Furnish the CM Field Office with the following new equipment and furniture as approved by the Construction Manager:

Table 5.2.7.7: Field Office Equipment			
Description	Quantity		
Desk (60" x 30") with three lockable draws and rolling armchair	3		
Drafting table (60" x 36") with drawer and 54" straightedge and stool	1		
Reference table (54" x 30")	1		
Conference table (36" x 96")	1		
Metal folding chairs with saddle seat and steel back	10		
Storage cabinet (36" x 18" x 6') with lock and two keys	1		
Two file cabinets, four (4) drawers (legal size) with lock and key.	2		
Two file cabinets, fireproof, four (4) drawers (legal size) with lock and key.	2		
Greensteel marker board (36" x 48"), mounted, and supply of markers including replacements as required	1		
Copier, using 8-1/2" x 11", 8-1/2" x 14", and 11" x 17" paper	1		
Two cubic feet refrigerator/freezer	1		
Wall clock (battery operated) 12" diameter face	1		
Plain paper laser and facsimile machine capable of 8½ x 11 and 8½ x 14" paper	1		
Automatic Drip Coffee machine (10 cup)	1		
Fully stocked first-aid cabinet in compliance with OSHA regulations	1		
Microwave	1		
Bookcase (36 x 42) with four shelves	1		

- 5.2.8 The Contractor shall maintain and service the Field Office in accordance with the following requirements.

 The Contractor shall:
 - Repair and clean the Field Office, including complete janitorial services, including cleaning and emptying of any temporary sanitary system, and trash removal, at a minimum frequency of once per week to the level approved by the Construction Manager.
 - 2. Repair, clean, and adjust equipment specified under Sub-article 5.2.7 and provide repair/maintenance service with 24 hour response/repair time for proper operation of all copiers,

- typewriters, computers, and any other office equipment whether supplied by the Contractor or supplied by others.
- 3. During other than normal working hours, provide security measures and area protection adequate to insure the safety and integrity of the project site.
- Provide all necessary paper, including sanitary paper, and other office supplies as required by the Construction Manager.
- Provide adequate bottled water and paper cups inside the Field Office.
- 6. Provide coffee, filters, plastic stirrers, sugar, cups, napkins, and non-dairy creamer.
- 7. Maintain and restock the first-aid cabinet as required.
- 5.2.9 Payment for the Field Office materials and services identified in this Article shall be as follows:
 - A. Included and to be paid for under the Bid Item "Mobilization and General Requirements" shall be the costs for the following:
 - 1. Trailer site preparation and trailer delivery.
 - 2. Trailer utility and sanitary hookups.
 - 3. Trailer set-up, including: skirting, tying down, securing and making the trailer weatherproof; wooden stair and platform construction (including handrails); installation of burglar alarm system; and other miscellaneous efforts required to provide safe and orderly access to the trailer. Further, any and all labor and materials required for repair and maintenance to the above for the duration of the project.
 - 4. Obtaining and paying for any and all permits required for hauling, building and making utility connections for the trailer.
 - 5. Any costs associated with the location and/or relocation, for any reason, of the Field Office and utilities.
 - 6. All Field Office equipment and furnishings identified in this Article.
 - Trailer demobilization and removal at the completion of the project, including utility disconnections, temporary construction and disposal fees.
 - 8. Any and all other costs associated with mobilizing, erecting, maintaining, repairing, demobilizing and removing the Field Office trailer and associated temporary improvements/structures.
 - 9. All costs associated with Sub-article 5.2.8 Items 1, 2 and 3.
 - B. Included and to be paid for under the Bid Item Allowance "Field Office" shall be the costs for the following:
 - Monthly rental of the Field Office trailer.
 - NJ TRANSIT telephone usage.
 - 3. NJ TRANSIT electrical power usage.
 - 4. NJ TRANSIT heating fuel expenses.
 - Office supply account covering all costs associated with Sub-article 5.2.8 Items 4, 5, 6 and 7.

The Contractor shall submit copies of invoices from the trailer rental and utility companies and receipts for office supply expenses along with the monthly applications for payment. The Contractor shall be reimbursed for the items listed in this Sub-article 5.2.9.B as a direct expense without any additional markups for overhead or profit.

All items purchased by the Contractor under Article 5.2 shall become the property of the Contractor for his use or disposition upon removal of the Field Office.

5.3 CONSTRUCTION SIGN

The Contractor shall construct and install construction sign(s) as indicated in the Contract Documents. Lettering shall be as shown in the Contract Documents and shall include the names of the Contractors engaged on the Project and such other persons or entities as directed. The sign(s) shall be securely installed to remain rigid and plumb, shall be maintained in good condition throughout the construction period, and shall be removed when directed by the Construction Manager. If the Contractor desires to install a sign other than those specified in the Contract Documents it shall first obtain the approval of the Construction Manager.

5.4 TEMPORARY WATER

- 5.4.1 The Contractor shall provide, protect and maintain an adequate water supply for use on the Project during the period of construction, either by means of the permanent water supply line, or by the installation of a temporary water supply line. This water supply line shall be made available within fifteen (15) calendar days after written authorization to proceed with the Project. If the source of water supply is a well, provisions covering the supply of water will include the installation of necessary power driven pumping facilities by the Contractor, as well as protection of well from contamination. The water supply shall be tested periodically by the Contractor and, if necessary, shall be chlorinated and filtered.
- 5.4.2 The Contractor will be required to install a valved temporary water supply connection at a point approximately 10 feet from the building or buildings and provide a meter, if required; the actual location of the point to which the water is brought shall be determined by the Contractor.
- 5.4.3 If there is a charge for water, said charges shall be paid by the Contractor. When temporary water lines are no longer required they shall be removed by the Contractor and any part, or parts, of the grounds or building disturbed or damaged shall be restored to the original condition by the Contractor. The Contractor shall install its permanent water lines to the boiler room and heating equipment in sufficient time to be available for supplying water for testing and operation of the heating system when needed to supply heat on the Project.

5.5 TEMPORARY LIGHT AND POWER

- 5.5.1 The Contractor shall extend electrical service to the building or buildings at locations approved by the Construction Manager; temporary electrical service shall be independent of the existing permanent service. Initial temporary service shall be three phase or single phase depending upon which phase is nearest to the Project site. This service shall be installed within fifteen (15) calendar days after written Notice to Proceed with the Project. When the Contract calls for three phase permanent service, the Contractor shall install same within a reasonable time to permit use by all the trades.
- 5.5.2 The Contractor shall extend the service into the building and shall provide such receptacles and lighting as required for the proper conduct of the work.
- 5.5.3 The Contractor shall pay for cost of all electric energy used, and it shall also maintain and service any electrical equipment installed and necessary for maintaining heat after same is required in the building.
- 5.5.4 When the temporary electrical lines are no longer required they shall be removed by the Contractor and it shall restore to their original condition any part, or parts, of the grounds or building disturbed or damaged.
- 5.5.5 Any Contractor who fails to carry out its responsibility in the supplying of uninterrupted light and power to expedite the Project, as set forth in this Contract, shall be held responsible for such failure and the Contracting Officer shall have the right to take such action as the Contracting Officer deems proper for the protection and conduct of the work and shall deduct the costs involved from the amount due the Contractor.

5.6 TEMPORARY HEAT

- 5.6.1 The Contractor shall provide, protect and maintain, at its own expense, sufficient heat to the Project during the entire period of construction either by using an NJ TRANSIT approved method of temporary heat or, when operational, the permanent heating system.
- Prior to any building being enclosed by walls and roof, if the outside temperature shall fall below 40 degrees F., at any time during the day or night, and the work in progress requires heat for execution and protection, the Contractor shall furnish acceptable means to provide sufficient heat to maintain a temperature of 40 degrees F., for that portion of the work which requires same.
- 5.6.3 Heating of field office, storage spaces, concrete and masonry materials and working area heating required prior to enclosure, as specified herein, shall be provided by the Contractor as specified in the Contract Documents.
- As soon as the building, or a major unit thereof, is generally enclosed by walls and roof, as determined by the Construction Manager, the responsibility for supplying working area heat shall rest with the Contractor.

 When the outside temperature falls below 40 degrees F., at any time during the day or night, the Contractor

shall furnish sufficient heat, by the use and maintenance of LP gas heaters or other system approved by the Construction Manager, to maintain a temperature of 45 degrees F. within the enclosed area of the building at all times and shall remove same when no longer required. The Contractor shall provide or arrange at its own expense supervision of the LP gas heaters at all times prior to start of the permanent heating system. The Contractor shall furnish and pay for all fuel required for the above temporary installation during the term of this contract.

- 5.6.5 The Contractor will be held responsible for freeze ups following enclosure of the building. The Contractor shall remove soot, smudges, and other deposits from walls, ceilings, and exposed surfaces which are the result of the use of heating equipment including the permanent heating system during the period of its use for supplying heat. The Contractor shall not do any finish work until the areas are properly cleaned.
- A building, or major unit thereof, shall be considered "enclosed" when: (1) the exterior walls have been erected; (2) temporary roof or permanent roof is installed and in watertight condition; and (3) temporary or permanent doors are hung and window openings are closed with either permanent or temporary weather tight enclosures (cardboard, muslin and light canvas materials are not acceptable; any impervious transparent material is acceptable). A major unit of building as referred to herein shall be: (1) an entire separate structure; (2) a fully enclosed wing which shall have a floor area equal to at least 50 percent of the total floor area of the Project; or (3) a section which shall have a floor area equal to at least 50 percent of the total floor area of the Project.
- 5.6.7 Sixty (60) calendar days after the building, or major unit thereof, is enclosed and the Engineer has determined that heat is required for the proper execution of the construction work, the permanent heating system shall provide the heat. Regardless of whether the boiler room is within the confines of the major unit or not, it shall be enclosed and the floor installed at the time the permanent heating system shall supply heat. The boiler room floor area shall not be considered in determining the area comprising the major unit. The 60 day period shall apply only to the enclosed portion of this building.
- 5.6.8 The Contractor shall continue to provide acceptable means of temporary heat until the permanent heating system is operational. If the permanent heating system is not acceptable to the Construction Manager for providing sufficient heat, the Contractor shall continue to provide temporary heat as described above and as ordered by the Construction Manager or NJ TRANSIT.
- 5.6.9 When the heating system provided by the Contractor is designed for tie-in to existing steam lines for source of heat, NJ TRANSIT will provide steam for temporary heat through the Project's permanent heating system at no additional cost to the Contractor. The Contractor shall arrange, at its own cost, for connections.
- Valves, traps and other parts of the heating system which are permanently installed by the Contractor and used for supplying heat during the construction period need not be replaced, provided the system was in acceptable condition prior to its use, and further, that the system is properly cleaned and adjusted to

operate after the permanent system is in use to the satisfaction of the Construction Manager. Seven (7) calendar days prior to acceptance by NJ TRANSIT of the heating system as substantially complete, the Contractor shall replace disposable filters or turn over spare sets of filters to NJ TRANSIT.

5.7 TEMPORARY PARTITIONS, ENCLOSURES, GLAZING BREAKAGE AND CLEANING

- 5.7.1 Whenever necessary, in order to maintain proper temperatures for the prosecution of the work, or for the protection thereof, the Contractor shall furnish and maintain temporary enclosures and partitions. All openings in exterior walls not enclosed with finishing materials shall be closed temporarily. Window sashes may be installed and glazed. Temporary wood doors shall be provided at door openings. Temporary partitions shall be securely anchored, stable, well-constructed and maintained, and fit for the purpose intended, e.g., work area separation, protection of the public, delineation of pedestrian pathways, etc.
- 5.7.2 The Contractor shall be responsible for all breakage of glazing after same has been installed, no matter by whom or what caused, and shall replace all broken, scratched or otherwise damaged glazing before the completion and acceptance of the work. The Contractor shall wash all glazing on both sides at completion, or when directed, removing all paint spots, stains, plaster, etc.
- 5.7.3 The Contractor shall provide and maintain necessary temporary dustproof partitions around areas of work in any existing building.

5.8 TEMPORARY, INTERMEDIATE AND HIDDEN WORK

- 5.8.1 The Contractor shall be responsible for temporary, intermediate and hidden work, including the furnishing and setting of sleeves, built in items, anchors, inserts, and chases for its work. The Contractor shall build these items into the construction. The Contractor shall build recesses, channels, chases, openings, and flues, and leave or create holes where shown on Drawings or where directed for steam, water or other piping, electrical conduits, switch boxes, panel boards, flues and ducts, or other features of the heating and ventilating work. Subcontractors requiring such recesses, channels, chases, openings, and flues shall furnish to the Contractor complete details and drawings of such as required in connection with the work. Such information shall be furnished in complete form and in ample time to allow the construction work to proceed without interruption or delay. These details and drawings shall be furnished in accordance with Article 6.5- SHOP AND WORKING DRAWING SUBMITTALS to the Construction Manager for review and approval prior to installation.
- 5.8.2 The Contractor shall close, build in, and finish around or over openings, chases, channels, pockets, and sleeves after installation has been completed.
- 5.8.3 Positive instructions in writing shall be obtained from the Engineer before cutting or boring floor beams, floor constructions, or supporting members.

5.9 DEMOBILIZATION

At the completion of the Work and prior to final payment, the Contractor shall remove temporary facilities entirely from the site including, but not limited to the following: Field offices, trailers, shanties, sheds, temporary electric services, temporary water hydrants, temporary fences, project sign, job telephone, temporary roads, temporary toilets, temporary enclosures, dust barriers, and other temporary protection devices. The Contractor shall conduct final cleaning activities and restore all disturbed landscaping, street and sidewalk surfaces, subsurfaces and overhead structures, if any. Should the Contractor fail to remove such temporary facilities and restore disturbed conditions, NJ TRANSIT shall perform such activities as necessary and deduct the cost from the Contractor's final payment.

6. PROJECT ADMINISTRATION AND DOCUMENT CONTROL

6.1 PROJECT MEETINGS

6.1.1 The Contractor, Subcontractor, supplier or vendor whose presence is necessary, unless excused in writing by the Construction Manager, shall attend project meetings when called by the Construction Manager for the purpose of discussing the execution of the Work. The initial pre-construction meeting will generally be held prior to commencement of the work at a time, date and location to be set by the Contracting Officer.

6.1.2 General Requirements for Project Meetings:

- A. One of the persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the project meetings.
- B. To the maximum extent practicable, advise the Construction Manager at least 24 hours in advance of project meetings regarding all items to be added to the agenda.
- C. The Construction Manager will compile the official minutes of each project meeting and will furnish three (3) copies to the Contractor.
- D. Except as noted below for the Pre-Construction Meeting, Project Meetings will be held once every two weeks. The Contractor and Construction Manager shall coordinate as necessary to establish a mutually acceptable schedule for meetings.

6.1.3 Pre-Construction Meeting:

A. A pre-construction meeting will be scheduled by NJ TRANSIT. The Contractor shall provide attendance by an authorized representative and authorized representatives of all major Subcontractors. The Construction Manager will advise other interested parties and request their attendance. The Construction Manager and the Contractor will arrange to review details of construction, and if appropriate, to walk the project with the Contract Drawings in hand and carefully observe all pertinent conditions relating to the construction of the Work, including the status of right-of-way, existing structures and obstructions to be removed, altered or changed.

- B. Minimum Pre-Construction Agenda: The Contractor shall be prepared to discuss:
 - (1) Organizational arrangement of Contractor's forces and personnel, and those of Subcontractors, materials suppliers, Engineer and Construction Manager.
 - (2) Established channels and procedures for communications as approved by NJ TRANSIT.
 - (3) Construction schedule, including sequence of critical work as described in Article 6.2-CONSTRUCTION PROJECT SCHEDULE.
 - (4) Contract Documents, including distribution of required copies of original documents and revisions.
 - (5) Processing of shop drawings and other data submitted to the Construction Manager for review.
 - (6) Processing of field decisions and contract change orders.
 - (7) Rules and regulations governing performance of the Work.
 - (8) Procedures for safety and first aid, security, quality control, housekeeping, and other related matters.
 - (9) Existing conditions.
 - (10) Equal employment regulations.
 - (11) DBE requirements.
 - (12) Quality assurance.
 - (13) MSDS submittal requirements as set forth in Article 9.7- ENVIRONMENTAL COMPLIANCE AND LIABILITY.
 - (14) Subcontractor submittals and approvals as set forth in Article 1.9- ASSIGNING AND SUBCONTRACTING CONTRACT. The Contractor shall provide the initial submittals noted therein.
 - (15) Contract Completion and liquidated damages.

6.1.4 Project Meetings:

- A. Attendance: To the maximum extent practicable, assign the same person or persons to represent the Contractor and major Subcontractors, as requested by NJ TRANSIT, at project meetings throughout progress of the Work. If requested by NJ TRANSIT, Subcontractors, material suppliers, and others shall attend those project meetings in which their aspects of the Work are involved.
- B. Minimum Agenda for Project Meetings:
 - (1) Review, revise as necessary, and approve minutes of previous meeting.
 - (2) Questions and issues unresolved at the previous Project Meeting.
 - (3) Engineer's, Construction Manager's and/or Contractor's unsatisfied request for information.
 - (4) Work accomplished since the previous Project Meeting, off-site fabrication problems, product delivery problems, proposed changes, and other circumstances which might delay progress of the Work.

- (5) Corrective measures and procedures developed to regain planned and scheduled progress.
- (6) Field observations, problems, Engineer's or Construction Manager's decisions, work quality, and employee work standards.
- (7) Plan of the following month's Work.
- (8) Status of DBE Subcontractors.
- (9) NPC and Change Order statuses.
- (10) CPM status.
- (11) Submittal schedule.
- (12) Safety.
- (13) Others, as required.

6.2 CONSTRUCTION PROJECT SCHEDULE

- 6.2.1 The Contractor shall be responsible for preparing and furnishing, at the pre-construction meeting, an initial draft of a coordinated combined project schedule that incorporates the project schedules of the Contractor and its Subcontractors activities for the prosecution of the work. The schedule shall be a CPM (Critical Path Method) schedule in sufficient detail satisfactory to the Construction Manager.
- Float, or slack time, in the schedule is defined as the amount of time between the early start date and late start date or the early finish and late finish date of any activity. The definition of float or slack time also includes the amount of time between the late finish date of the Contractor's schedule and the time for completion specified in the Contract Documents, if the Contractor's scheduled late finish date is earlier than the Contract Time. Float or slack time is not for the exclusive use or benefit of either the Contractor or NJ TRANSIT, but for the overall benefit of the project as determined by NJ TRANSIT. Extensions of time for performance under any and all of the provisions of this Contract will be granted only to the extent that such equitable time adjustments for the activity or activities affected exceed the total float along the paths involved at the time the delay occurred or notification was issued for the change. The Contractor shall not sequester shared float through such strategies as excessively extending durations, artificially constraining resources, or introducing faulty logical relationships between schedule activities.
- 6.2.3 The Contractor shall prepare and maintain the Contract Schedule by the use of skilled and experienced scheduling personnel; each with at least five (5) years experience or the equivalent thereof in detailed scheduling. Such personnel shall be directly involved in the planning, scheduling, evaluating, and progress reporting of the work. The Contractor shall submit the qualifications of the scheduler/scheduling consultant for approval at the Pre-Construction Meeting. Should the scheduler/scheduling consultant's qualifications prove unacceptable to NJ TRANSIT, the Contractor shall submit the qualifications of a substitute scheduler/scheduling consultant within seven (7) calendar days of NJ TRANSIT's rejection of the originally proposed personnel.

- No later than ten (10) calendar days after the Notice to Proceed, Contractor shall submit to the Construction Manager a Detailed Project Schedule (DPS). This DPS shall outline all activities and sequences of operations, as needed, for the orderly performance and timely completion of all work in accordance with the Contract, commencing with the Notice to Proceed and concluding with the Contract completion. The schedule should take into account mandatory sequencing, phasing, and restrictions of access to the Project Area, if any. The DPS is required to ensure adequate planning and scheduling of the work by Contractor and to enable the Construction Manager to evaluate work progress and to make progress payments. No progress payments (excluding payments for mobilization) will be made until a DPS is approved by the Construction Manager.
- 6.2.5 Within twenty-one (21) calendar days of receipt of Contractor's DPS, the Construction Manager will review the schedule for conformance with the Contract and provide the Contractor with the Construction Manager's comments. The Contractor shall incorporate the Construction Manager's comments into the DPS and shall resubmit the DPS to the Construction Manager within ten (10) calendar days of receipt of such comments. Contractor shall repeat this process (at its own expense) until the Construction Manager approves the DPS.
- Upon approval by the Construction Manager, the Contractor's DPS shall become the Baseline Schedule for the work. This schedule shall be used by Contractor for planning, scheduling and executing the work, for monitoring and reporting progress to the Construction Manager, and as a basis for progress payments. Progress shall be shown in terms of remaining duration, actual dates and percent complete for each activity. During the life of this Contract, Contractor shall make monthly progress updates to the DPS. The updated DPS reflecting progress through the end of the month, as determined by NJ TRANSIT during the schedule meetings, shall be submitted by the fifth work day of the following month. Under no circumstances at any time during the project shall the Contractor make any changes to the NJ TRANSIT-approved Baseline Schedule logic, durations and construction sequencing without first receiving the written approval of the Construction Manager.
- 6.2.7 The DPS shall be a CPM schedule prepared with the software "Primavera", latest version, using the precedence diagram method. The DPS shall show a clear and definable critical path for the work. All imposed or constrained dates shall be clearly identified. The DPS shall include all contractual milestones and activities for the complete scope of the work including interface activities with the Railroad and other parties such as utility companies and outside agencies. Contractor's activities shall delineate the individual components of the work such as design efforts, submittals, procurement activities, fabrication, deliveries, construction operations, application and receipt of permits, track usage requirements, and testing. For each activity in the DPS, Contractor shall include:
 - 1. Description, which shall clearly describe the operation and the location where it is occurring.
 - Durations, which shall be expressed in calendar days. Durations shall not exceed twenty (20) calendar days except in the case of non-construction activities such as the site specific work plan

review, procurement of materials, fabrication and delivery of equipment or other such activities. Durations shall include allowances for lost time and inefficiencies. Activities that have started shall show the remaining duration.

- 3. Activity code, which will be utilized to allow for breakdown of the total schedule by work area, phase of work, activity type, etc. A responsibility code (as part of the activity code), shall individually and singularly denote Contractor, each Subcontractor, the Railroad, outside agencies, utilities, and any other parties performing the activity.
- 4. The number of person-hours required performing the activity. The number of person-hours shall be shown as a resource using integers.
- 5. The percent complete using integers, which represents the activity's progress as of the status date.
- 6. The actual start and finish dates.
- 6.2.8 Every DPS Submittal shall include a 3-1/2 inch diskette containing the Contract schedule and all related files generated by the "Primavera" back-up utility and shall include five hard copies of the following graphical and tabular reports:

Graphical:

a. Activity Bar Chart (ABC), on 8-1/2 inch by 11 inch or 11 inch by 17 inch paper with activities grouped by work areas and sorted by early start.

Tabular:

- a. Activity Listing Report (ALR), sorted by activity identifier and including predecessor activities, successor activities, resources, and allocated dollar amount. Show constraint dates on a separate line.
- b. Total Float Report (TFR), sorted by total float with a secondary sort by early start and including predecessor activities and successor activities.
- c. Early Start Report (ESR), sorted by early start with a secondary sort by total float.
- d. Cost Control Activity Report (CCAR), sorted by activity identifier and including the dollar amount earned to date for each activity (to be used as invoice back up).
- e. Predecessor-Successor Report (PSR), sorted by activity number.
- 6.2.9 Every DPS Submittal shall include a written Narrative Report explaining the CPM schedule and the Contractor's approach for meeting the interim and completion milestones. This report will include an analysis and summary of the contents of the computer reports and will address, as a minimum, the following:
 - Description of the project status.
 - Critical path analysis which takes into account construction sequencing, major procurement items
 that may influence the critical path, activities that influence interim contract milestones, and NJ
 TRANSIT approved constraint dates.

- Total float
- 4. Schedule slippage, including a comparison to the previous month's status.
- 5. List of activities that may become critical within the next 30 day period.
- 6. Logic revisions/other changes as approved by NJ TRANSIT.
- 6. If the project falls behind, the measures the Contractor will take to get the project back on schedule.
- In the event that it is necessary for Contractor to revise the durations, construction sequencing or logic of the DPS, the revised DPS shall be submitted to the Construction Manager for approval, at no additional cost to NJ TRANSIT. Minor changes to the DPS, such as re-sequencing of activities, may be approved at a Project or Schedule Meeting; a minor change is not considered a revision in the context of this Paragraph. However, a revision shall incorporate all previously made changes, major or minor, to reflect current as-built and as-planned conditions. Reasons for revisions may include, but are not limited to, the incorporation of an approved change order or changes required to recover lost time if the Construction Manager determines that work is not progressing in accordance with the Baseline Schedule. In the case of minor changes or revisions that were made to improve Contractor's work progress and are not part of a change order, the monetary value of the activities in the revised portion of the schedule shall be identical, in aggregate value, to the value of that same work as reflected in the initial Baseline Schedule.
- NJ TRANSIT will conduct Schedule Meetings as necessary with the Contractor to review and discuss the schedule. Schedule Meetings will generally be held as part of a progress meeting. If necessary, they shall be held as separate meetings. All Schedule Meetings shall be attended by the Contractor's Project Manager or a designee, who shall have the authority to make decisions on behalf of, and commit the resources of, the Contractor. The Contractor's superintendent and appropriate scheduling staff shall also attend the meetings. At these meetings, NJ TRANSIT will examine and comment on the Contractor's DPS. Schedule slippages will be analyzed and corrective actions will be discussed and agreed upon.
- 6.2.12 The Construction Manager will plan the Schedule Meetings so that, regardless of frequency, there will always be a Schedule Meeting taking place on or about the 25th day of the month. During this "monthly" Schedule Meeting, in addition to the in-depth review of the DPS, the Project progress (i.e., completed activities and percent complete of partially completed activities) shall be presented by the Contractor and reviewed by NJ TRANSIT. NJ TRANSIT shall determine the percent of work complete and advise the Contractor accordingly. Subsequent to this meeting, the DPS shall be updated with the progress, as determined by NJ TRANSIT, and the Contractor shall submit the monthly Narrative Report and the revised DPS to the Construction Manager as part of its Payment Application. NJ TRANSIT's review of the DPS and Narrative Report shall not constitute NJ TRANSIT's approval of any Contractor changes to the logic, durations and construction sequencing of the previously approved Baseline Schedule unless NJ TRANSIT specifically confirms in writing its acceptance of such changes.

- 6.2.13 In the event of a change order, the Contractor must clearly demonstrate how it proposes to incorporate the change order into the schedule. The Contractor shall provide, as part of its change order documentation and prior to change order negotiations, a schedule that clearly identifies the newly introduced change order work activities, the CPM path(s) affected and a narrative explaining the schedule impact of the change order to the DPS. If Contractor fails to notify the Construction Manager of the schedule changes associated with a change order, it will be deemed an acknowledgment by Contractor that the change order has no impact on the schedule.
- 6.2.14 All change order work activities shown in the schedule are considered to be tentative unless a Directive Letter or Change Order has been issued incorporating the changed Work into the Contract. Acceptance of a schedule containing change order work activities will not be construed to be approval of the value of the change, the duration of the work or constraints concerning the changed activities. The applicable Directive Letter or Change Order shall govern the monetary value and Contract Time impact of the changed work.
- 6.2.15 The Contractor shall furnish sufficient labor, plant and equipment to insure the prosecution of the work in accordance with the approved Project Schedule. If, in the opinion of the Construction Manager, the Contractor falls behind in the prosecution of the Work as indicated in the Project Schedule, the Contractor shall take such steps as may be necessary to improve its progress. The Construction Manager may require the Contractor to increase the number of shifts, days of work, and/or the amount of plant and equipment, all without additional cost to NJ TRANSIT.

6.3 CONTRACT DRAWINGS AND SPECIFICATIONS

- Unless otherwise provided in the Contract Documents, NJ TRANSIT will furnish to the Contractor, free of charge, a maximum of six (6) full size copies of conformed Drawings and Specifications for the execution of the work. The Contractor shall at all times keep one copy of all Contract Documents up to date and in good order, available to the Engineer and to the Engineer's representatives. The Contractor shall keep its prints of the Contract Drawings up to date at all times by marking on them the final location of any changes in the Work. Prior to final payment the Contractor shall submit a copy of the marked-up drawings of all Contract Drawings whether altered or not to the Construction Manager. These marked up As-Built Drawings shall become the property of NJ TRANSIT.
- 6.3.2 The Engineer or NJ TRANSIT may furnish additional detail instructions to the Contractor through the Construction Manager, by means of supplemental drawings or otherwise, necessary for the proper execution of the work. Such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable therefrom. The work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions.

- 6.3.3 When the Contractor requests clarifications of Contract Drawings and Specifications it must give written notice to the Construction Manager with at least fourteen (14) calendar days lead time for the Construction Manager and Engineer to provide timely instruction or interpretation.
- 6.3.4 All Drawings referred to, together with such supplementary details as may be furnished or approved from time to time as the work progresses, are understood as being included in and a part of the Contract.
- 6.3.5 Dimensioned and full size drawings shall take precedence over scaled dimensions. Where the work is shown in complete detail on only half or a portion of a drawing or there is an indication of continuation, the remainder being shown in outline, the work drawn out in detail shall be understood to apply to other like portions of the Project.

6.4 GENERAL REQUIREMENTS FOR SUBMITTALS

- The Contractor shall make all submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements. Individual requirements for submittals are described in the Technical Provisions of these Specifications. Prior to each submittal, the Contractor shall carefully review and coordinate all aspects of each item being submitted and verify that each item and the submittal for it conforms in all respects with the requirements of the Contract Documents. By affixing the Contractor's signature to each submittal, the Contractor certifies that this coordination has been performed.
- 6.4.2 No later than thirty-five (35) calendar days after the Notice to Proceed, and before any items are submitted for review, the Contractor shall submit to the Construction Manager two (2) copies of the schedule described below.
- 6.4.3 The Contractor shall compile a complete and comprehensive schedule of all submittals anticipated to be made during progress of the Work which shall include a list of each type of item for which Contractor's drawings, shop drawings, Certificates of Compliance, material samples, guarantees, or other types of submittals are required. Upon review and approval of the Submittal Schedule by the Construction Manager, the Contractor will be required to adhere to the schedule except when specifically otherwise permitted in writing by the Construction Manager. The submittal schedule shall be incorporated into the Construction Project Schedule specified in Article 6.2.
- 6.4.4 The Contractor shall coordinate the submittal schedule with all necessary subcontractors and materials suppliers to ensure their understanding of the importance of adhering to the approved submittal schedule and their ability to so adhere. The Contractor shall coordinate as required to ensure the grouping of submittals as described in Sub-article 6.4.11herein.

- 6.4.5 The Contractor shall, on a monthly basis, revise, update and submit the submittal schedule to the Construction Manager reflecting the actual conditions and sequences highlighting any changes from the previously approved schedule.
- The Contractor shall submit documentation such as certificates, reports, test results, delivery tickets, manufacturers' literature, etc., as specified in the Technical Provisions to the Construction Manager for NJ TRANSIT's use and approval. Where contents of submitted literature from manufacturers or other submittals include data not pertinent to the submittal, the Contractor shall clearly indicate which portion of the contents is being submitted for review. The Contractor shall submit six (6) copies of each of the various items required to the Construction Manager, except that only one (1) copy of delivery ticket will be required. Three (3) copies will be returned to the Contractor.
- 6.4.7 The Contractor shall consecutively number all submittals and accompany each submittal with a letter of transmittal containing all pertinent information required for identification and checking of submittals to the satisfaction of the Construction Manager. The Contractor shall on at least the first page of each copy of each submittal, and elsewhere as required for positive identification, clearly indicate the submittal number in which the item was included.
- 6.4.8 When material is resubmitted for any reason, the Contractor shall transmit under a new letter of transmittal. All resubmittals shall carry the same submittal number as the original submittal except that an appendage ".01", ".02", ".03", etc. shall be added to indicate that the material is a first, second, third, etc. resubmission. For example, submission 177.01 would indicate the first resubmission; 177.02, would indicate a second resubmission; and 177.03, would indicate a third resubmission, etc.
- 6.4.9 The Contractor shall maintain an accurate submittal log for the duration of the Contract, showing current status of all submittals at all times and make the submittal log available for the Construction Manager's review upon request.
- 6.4.10 The Contractor shall, prior to submittal, use all means necessary to fully coordinate all material including, but not necessarily limited to:
 - (a) Determining and verifying all interface conditions, catalog numbers, and similar data.
 - (b) Coordinating with other trades as required.
 - (c) Clearly indicating all deviations from requirements of the Contract Documents.
- 6.4.11 Unless otherwise specified, the Contractor shall make all submittals in groups containing all associated items to ensure that information is available for checking each item when unit is received. Partial submittals may be rejected by the Construction Manager as not complying with the provisions of the Contract Documents and the Contractor shall be strictly liable for all delays by such non-compliance.

- 6.4.12 The Contractor shall make all submittals in advance of schedule dates for installation to provide sufficient time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery. All submittals shall be made within the first six (6) months of the Project.
- 6.4.13 In scheduling, the Contractor shall allow at least thirty (30) calendar days from receipt of the submittal for review. The Construction Manager will stamp all submittals "Received", and the date so stamped shall be the official receipt date. Delays caused by tardiness in receipt by the Construction Manager of submittals will not be an acceptable basis for extension of the Contract Time.
- 6.4.14 The Engineer's review of submittals will be general, but should not be construed:
 - (a) As permitting any departure from the Contract requirements.
 - (b) As offering relief from the responsibility for any errors, omissions or negligence in the preparation by the Contractor of details, dimensions, materials, etc.
 - (c) As approving departures from details furnished by the Engineer, except as otherwise provided herein.
- 6.4.15 The Contractor shall take responsibility for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of the work prior to the final review by the Engineer of necessary submittals, including Shop and Working Drawings and all other required submittals.
- 6.4.16 Full compensation for furnishing all submittals shall be considered as included in the payments for the Contract Items to which such submittals relate and no additional compensation will be allowed therefor.
- 6.4.17 The provisions of Article 6.4 apply to all submittals.
- 6.5 SHOP AND WORKING DRAWING SUBMITTALS
- 6.5.1 The Contractor shall submit, with such promptness as to cause no delay in the work, a reproducible and five (5) legible copies and one sepia of all completed and detailed shop, setting or working drawings, details and schedules as are necessary to adequately perform the Work to the Construction Manager for review as to conformance to the design. By approving and submitting shop drawings, the Contractor thereby represents that it has determined and verified field measurements, field construction criteria, materials, catalog numbers, and similar data, or will do so, and that it has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents. Drawings submitted by the Contractor on behalf of Subcontractors shall have been checked by the Contractor before being submitted.

6.5.2.1 The Engineer will review the shop and working drawings within thirty (30) calendar days. The sepia and three (3) copies will be returned to the Contractor reviewed and with comments. The Contractor shall make corrections if required by the Engineer and resubmit a reproducible and five (5) copies for approval. After final approval of the Drawings has been received, the Contractor shall immediately send the Engineer a minimum of three (3) prints of the finally approved drawings, plus the required number of approved prints each to every other affected Contractor. The Contractor shall prepare all work and shop drawings on sheets measuring 24 inches by 36 inches unless otherwise approved by the Construction Manager. The Contractor shall make all shop drawings and working drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work. The Contractor shall provide each drawing with a blank area 5 inches by 5 inches, located adjacent to the title block, and labeled as shown in the following Table. Failure to comply with these instructions will be sufficient reason to return such drawings to the Contractor without any action being taken. The title block shall display the following:

Table 6.5.2 Shop Drawing Labeling
Contract Number and Name
Number and Title of the Drawings
Date of Drawing and Revision Number
Name of Contractor and Subcontractor submitting Drawing
Clear identification of contents and location or work
Specification Article Number
Name; New Jersey State Registration Number and seal of professional Engineer certifying the drawings if engineering computations are involved or if original design work is depicted
Submittal Number

- 6.5.3 The Contractor's shop drawings shall show the general arrangement and such details as are necessary to provide a comprehensive description of the work to be performed. Shop Drawings shall consist of, but are not limited to, fabrication and erection drawings, schedule drawings, manufacturer's scale drawings, wiring and control diagrams, cuts of entire catalogs, pamphlets, descriptive literature, performance and test data.
- Shop drawings for steel structures shall consist of shop, erection, and other drawings, showing details, dimensions, sizes, and other information necessary for the complete fabrication and erection of the metal work. Shop drawings for concrete structures shall consist of such additional detailed drawings as may be required for the prosecution of the work and may include drawings of falsework, bracing, centering, formwork, and masonry layout diagrams. The Contractor shall check completely the rod lists and details of reinforcement steel shown on the plans and shall submit complete shop drawings for the reinforcement steel to the Construction Manager for the Engineer's review. Material specification designations for the various components of the structures shall be noted on the drawings. If structural steel is scheduled for payment on the basis of weight, shop drawings for steel structures shall include a shop bill of material on each individual drawing showing pertinent information including weights of items together with the total weight of steel for that shop drawing.

Working Drawings shall consist of, but are not limited to, plans for temporary structures such as decking, temporary bulkheads, support of excavation, support of utilities, groundwater control systems and forming and falsework; for underpinning; and for such other work as may be required for construction but which does not become an integral part of the completed project. They shall be accompanied by calculations or other sufficient information to completely explain the structure or system described and its intended manner of use. The Contractor shall coordinate drawings for work on utilities, streets and other facilities which are constructed for owners other than NJ TRANSIT so that the information required by these other owners is included on the Working Drawings.

6.5.6 At the time of submission the Contractor shall inform the Engineer in writing of any deviation in the shop drawings from the requirements of the Contract Documents. If drawings show variations from the Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in the letter of transmittal.

Failure to describe such variation to the Construction Manager, and the Engineer's review of shop drawings, shall not relieve the Contractor of responsibility for deviation from the requirements of the Contract Documents unless the Contractor has informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written acceptance of the specific deviation. Neither shall the Engineer's review relieve the Contractor from responsibility for errors or omissions in the shop drawings nor relieve the Contractor from the responsibility for executing the work in accordance with the Contract.

6.5.7 Drawings Not In Conformance:

- (1) If corrections to the drawings are required, each print will be marked "REJECTED" or "FURNISH AS CORRECTED" or "REVISE AND RESUBMIT" and in each case the required corrections will be shown.
- (2) Each resubmittal will be handled in the same manner and review timeframe as the first submittal.
- (3) The Contractor shall direct specific attention, in writing or on the resubmitted drawings to revisions other than the corrections requested by the Engineer or Construction Manager on previous submittals.
- (4) If any corrections indicated on the drawings constitutes a change of the Contract requirements, the Contractor shall give direct and specific notice to the Construction Manager.
- (5) Work indicated on drawings marked "CONFORMS AS NOTED" or "FURNISH AS CORRECTED" may be carried out without resubmission if progressed "As Noted" or "As Corrected".

6.5.8 Drawings In Conformance:

(1) Each copy of the drawings will be identified as conforming by being stamped, "REVIEWED", and dated by the Engineer. (2) When Shop and Working Drawings have been completed and stamped "REVIEWED," the Contractor shall carry out the construction in accordance therewith and make no further changes therein except upon written instructions from the Construction Manager.

6.6 SAMPLES SUBMITTALS

The Contractor shall furnish samples as required by the Contract Documents and as directed by the Construction Manager for review and acceptance. The work shall be in accordance with accepted samples. Such samples shall be submitted promptly to the Construction Manager, at the beginning of the work, so as to give the Construction Manager ample time to obtain approval from the Engineer. A list of samples required by the Construction Manager is for NJ TRANSIT's convenience only, and shall not be construed as limiting the number or type of samples which the Contractor shall furnish.

6.6.2 Procedure for Submittal of Samples:

- A. The samples submitted by the Contractor shall be of the precise article, product or material proposed to be furnished.
- B. The Contractor shall submit all samples in the quantity identified.
- C. The Contractor shall prepay all shipping charges on samples.
- D. The Contractor shall label each sample indicating the following:
 - (1) Name of Project and Contract Number;
 - (2) Name of Contractor and Subcontractor;
 - (3) Material or equipment represented;
 - (4) Source;
 - (5) Name of producer and brand (if any);
 - (6) Specification Section, article or paragraph;
 - (7) Location in Project; and
 - (8) Submittal Number.

6.7 PRODUCT AND SUBMITTALS

6.7.1 The Contractor shall, within thirty (30) calendar days after the notice to proceed date, notify the Construction Manager in writing of the names of manufacturers, products, and equipment. The Construction Manager may reject products or installed equipment not in conformance with the specifications. The Contractor shall properly submit complete identifying information, note whether the item is included in the Specifications and state Specifications Section and Paragraph. Requests for approval of alternate products and equipment (approved equals or substitutions) shall comply with the provisions of Sub-articles 6.7.3 or 6.7.4, as applicable.

- 6.7.2 Where a particular brand or manufactured product is specified, it is to be regarded as a standard. Another brand or make which meets or exceeds the specifications, in the sole discretion of the Project Manager, may be accepted, in accordance with Article 6.7.3.
- 6.7.2.1 The designs in the Contract are based on the <u>named manufacturer's product(s)</u> in each Section of the Technical Provisions. Where the Contractor proposes to use a product other than the named product(s), the Contractor shall pay all costs for modifications of the design, including all re-engineering costs and any additional construction costs associated with the use of that product. Written approval shall be obtained from the Engineer through the Construction Manager prior to any use of a product other than the named.
- 6.7.2.2 Where a performance is specified and no manufacturer is listed, the Contractor shall submit in accordance with Sub-article 6.7.1 the name of the manufacturer, the product proposed, and detailed information showing its characteristics.
- 6.7.2.3 Where a choice of color, pattern, or texture is available for a specified product, the Engineer will make a selection from the manufacturer's highest and best standards.
- 6.7.2.4 Where the Contractor requests that a manufacturer's product be added to the named list it shall follow the procedure set forth in Sub-article 6.7.3 below. Any NJ TRANSIT approval of an additional approved equal is subject to the conditions of Sub-article 6.7.2.1 above.
- 6.7.2.5 Where the Contractor requests that an alternate product be substituted for that specified the terms of Subarticle 6.7.4. below shall apply.
- 6.7.3 Request for Approved Equal: Should the Contractor desire to use a product other than the named manufacturer(s) product, it shall first make application to the Engineer through the Construction Manager in writing, otherwise it will be held to what is specified. The application shall clearly identify that it is a "Request for Approved Equal".
- 6.7.3.1 The procedure for submitting a request for an approved equal will be as follows: The Contractor shall submit five (5) copies of the request and data. The Contractor shall amend and update data when changes concerning information on products become known. The Contractor shall include the following information:
 - Complete data substantiating compliance of proposed approved equal with requirements of the Specifications and Contract Drawings.
 - b. For products:
 - (1) Product identification, including manufacturer's name and address, model number and options.

- (2) Installation characteristics, installation drawings, manufacturer's literature including product description, performance and test data, and reference standards if pertinent.
- (3) Name and address of project(s) on which product was used under similar circumstances, and date of installation.
- c. For construction methods:
 - (1) Detailed description of proposed method.
 - (2) Drawings illustrating methods.
- d. Itemized comparison of proposed manufacturer's product with first-named product specified. Include differences in estimated life, estimated maintenance, availability of spare parts and repair services, energy consumption, performance capacity, salvageability, manufacturer's warranties, and other material differences. The Contractor may be required, at its own expense, to perform tests to demonstrate proof of equality.
- e. Data relating to changes in Construction Schedule.
- f. In making a request for an approved equal, Contractor is certifying:
 - (1) That it personally investigated the proposed product and method; that it believes, to the best of its knowledge and information, that product and method is either equivalent or superior to the product and method specified; and that it will update information as new or different data becomes known to the Contractor.
 - (2) That it will furnish the same guarantee as it would for the product and method specified.
 - (3) That it will coordinate installation of proposed product and method into the Work, and will make those changes required for the Work to be complete in all respects, all at no additional expense to NJ TRANSIT.
 - (4) That it waives all claims for additional costs and entitlement to any extension of Contract Time as a result of requesting approval of an approved equal, whether such approval is granted by NJ TRANSIT or not.
- 6.7.3.2 NJ TRANSIT reserves the right, at its sole discretion, to deny requests for approved equals should it deem the number of such requests to be excessive.
- Requirements for Substitutions: The Contractor agrees that NJ TRANSIT is under no obligation to consider substitutions of any kind and may direct the Contractor to proceed with the work as specified. NJ TRANSIT shall not be liable for any costs or delays in action upon or for failure to act upon a proposed request for substitution. Requests for substitutions will not be considered if, in the opinion of the Project Manager, the substitutions are excessively broad in scope, require substantial revision of the Contract Drawings or Specifications, require substantial administrative effort and expense to review or are otherwise not in NJ TRANSIT's best interest.

Substitutions merely indicated or implied on shop drawings or product data submittals will not be considered if no formal request for substitution has been submitted in accordance with this Article. NJ TRANSIT's

approval of such a shop drawing or data submittal shall not constitute approval of a substitution and the Contractor shall be liable for all costs for corrective work to provide products in conformance with the Contract Documents.

When making a request for substitution, the Contractor shall follow the same procedural and data submission requirements as set forth in Sub-article 6.7.3 above, except that any such submission shall be clearly identified as a "Request for Substitution". The Contractor shall include the following additional information:

- a) A detailed cost breakdown of the proposed product in comparison to the product specified, naming the difference in cost in each case. The cost breakdown shall be submitted in the format specified in Article 3.2.
- b) A description of the benefit that will accrue to NJ TRANSIT should approval of the proposed substitution be granted.

If a substitute item is approved and the substitute item changes the scope of work under this or other contracts from the original specifications, then the Contractor offering the substitute item shall be responsible for all added costs and additional Contract Time involved by reason of the change in its work and the work of other contracts, including redesign. Any reduction in costs involved by reason of the change in its work shall be deducted from the Contract Price by Change Order. No change involving cost shall be made without the written consent of the Contracting Officer.

6.8 VALUE ENGINEERING SUBMITTALS

- Value Engineering is defined as cost reduction proposals initiated and developed by the Contractor for changing the materials or other requirements of the Contract. This clause does not apply to such proposal unless it is identified by the Contractor at the time of submission to the Construction Manager or NJ TRANSIT as a proposal submitted pursuant to this clause. The cost reduction proposals contemplated are those that:
 - (a) Would result in less costly items or components of items than those specified herein without impairing any of the items' essential functions and characteristics such as service life, reliability, economy of operation, ease of maintenance, and necessary standardized features; and
 - (b) Would require, in order to be applied to this Contract, a Change Order to the Contract.
- 6.8.2 Cost reduction proposals as defined herein will be processed expeditiously and in the same manner as prescribed for any other proposal which would likewise necessitate issuance of a Change Order. As a minimum, the following information shall be submitted by the Contractor with each proposal:

- (a) A description of the difference between the existing Contract requirements and the proposed change, and the comparative advantages and disadvantages of each;
- (b) An itemization of the requirement of the Contract which must be changed if the proposal is adopted and suggested wording for revisions required;
- (c) An estimate of the reduction in performance costs that will result from adoption of the proposal taking into account the costs of implementation by the Contractor and the basis for the estimate;
- (d) A prediction of the effects the proposed change would have on other costs to NJ TRANSIT such as NJ TRANSIT furnished property costs, costs of related items, and costs of maintenance and operation;
- (e) A statement of the time by which a Change Order adopting the Proposal must be issued so as to obtain the maximum cost reduction during the remainder of the Contract, noting any effect on maintaining the Contract delivery schedule.
- NJ TRANSIT shall not be liable for delays in action upon or for failure to act upon a proposal submitted pursuant to this clause. The decision of the Contracting Officer as to the acceptance or rejection of such proposal under this Contract shall be final and shall not be subject to the "Disputes" clause of this Contract. Unless and until a Change Order adding such proposal to the Contract is issued, the Contractor shall remain obligated to perform in accordance with the existing terms of the Contract. NJ TRANSIT may accept in whole or in part a cost reduction proposal submitted pursuant to this clause by issuing a Change Order which will identify the cost reduction on which it is based.
- 6.8.4 If a cost reduction proposal submitted pursuant to this clause is accepted under this Contract, an equitable adjustment in the Contract Price and in other affected provisions of this Contract shall be made in accordance with this clause. If the equitable adjustment involves a reduction in the Contract Price, it shall be established by determining the amount of the total estimated decrease in the Contractor's cost of performance resulting from the adoption of the cost reduction proposal, taking into account the cost of implementing the change by the Contractor, and reducing the Contract Price by 50 percent of such decrease.

6.9 PROGRESS PHOTOGRAPH SUBMITTALS

- 6.9.1 Prior to construction beginning and after construction operations have been started at the site, the Contractor shall have twenty (20) different color photographs taken each month, by a professional photographer, until completion of the Work. The Construction Manager will designate the location of views to be taken each month. The Contractor shall submit three (3) sets of prints of each photograph to the Construction Manager within ten (10) calendar days after taking.
- 6.9.2 The prints shall be standard commercial quality, 8 x 10 inches, single weight glossy paper. Each print shall have an information box, stamped on the back, 1-1/2 x 3-1/2 inches, and arranged as follows:

Table 6.9.2 Photo Labeling
NJ TRANSIT
Contract Name
Contract Number
Contractor
Photograph Number
Date
Submittal Number
Information regarding view such as location, direction or site and significant points of interest

- 6.9.3 The Contractor shall enclose the three (3) sets of photographs back-to-back in a double-faced plastic sleeve punched and bound in separate standard three-ring binders.
- 6.9.4 Negatives: The Contractor shall submit the negatives with the photos to the Construction Manager.

6.10 REPORTS. RECORDS AND DATA SUBMITTALS.

The Contractor shall submit to the Construction Manager such schedules of quantities and costs, progress schedules, certified payrolls, reports, estimates, records and other data as NJ TRANSIT may request concerning work performed or to be performed under this Contract. The cost of submitting all such data shall not be paid separately and is considered paid for under the various items contained in the Bidder's Proposal.

6.11 AS-BUILT DRAWINGS AND QUANTITIES SUBMITTAL

- 6.11.1 The Contractor shall keep its prints of the Contract Drawings up to date at all times by marking on them the final location of any changes in the Work. These drawings shall be identified as the "Marked-Up Drawings". The data shall be transferred regularly by the Contractor to transparencies furnished by the Construction Manager at the expense of the Contractor.
- 6.11.2 Prior to final payment the Contractor shall submit a copy of the Marked-Up Drawings of all Contract Drawings whether altered or not to the Construction Manager with the Contractor's certifications as to the accuracy of the information. As built drawings shall be entitled "AS-BUILT" above the Title Block and dated. This information shall be reviewed by the Construction Manager; such review by the Construction Manager is for content only and not for accuracy and does not relieve the Contractor of its certification. The Contractor shall pay for the cost of reproduction. Upon completion of the Work and prior to release of final payment the Contractor shall transfer all as-built data to 24" x 36" transparencies (sepia mylar or mylars) at the expense of the Contractor. These Marked-Up Drawings and As-Built Drawings shall be submitted to and become the property of NJ TRANSIT.

- 6.11.3 Following acceptance of the Project, the Construction Manager will proceed with the preparation of as-built quantities for all Contract Items and Extra Work which has been authorized and incorporated into the Project. When such as-built quantities are completed, they will be incorporated into a proposed Final Certificate of Payment. The Contractor assumes the positive obligation of assisting the Construction Manager wherever possible in the preparation of such as-built quantities.
- 6.11.4 The Construction Manager may from time to time, prior to acceptance, prepare as-built quantities and incorporate these quantities into monthly estimate certificates through an appropriate field order or change order. Such interim as-built quantities shall be subject to recalculation following acceptance of the Project. However, nothing contained in these specifications shall be construed to place on the Construction Manager the obligation of providing the Contractor with as-built quantities for the work performed prior to the issuance of a Final Certificate of Payment, nor to provide more than rough, approximate quantities of the work done for use in the preparation of monthly estimates.
- Should it appear to the Construction Manager at the time the Project is accepted that the calculation of asbuilt quantities might result in the Contractor being obliged to return money to NJ TRANSIT, NJ TRANSIT may, in its sole discretion, refuse to release retainages pending completion of the proposed Final Certificate of Payment. Where the estimate reveals that an overpayment has been made, the Contractor shall immediately return the amount of the overpayment. If the Contractor fails to remit the overpayment, NJ TRANSIT shall avail itself of other funds held on other projects with the same Contractor or against the retainages, and then if necessary proceed against the Contractor or its Surety. Where the proposed Final Certificate of Payment reveals that no overpayment has been made, the Contractor shall be entitled to payment thereunder and the release of retainages, but the Contractor shall have no claim of any kind for additional compensation as a result of NJ TRANSIT's decision to withhold retainages or other monies pending issuance of the proposed Final Certificate.

7. QUALITY ASSURANCE AND QUALITY CONTROL

- 7.1 QUALITY ASSURANCE
- 7.1.1 General: The Contractor shall establish and maintain a quality assurance program in accordance with ANSI/ASQC Q9001-1994. The program shall ensure compliance with the requirements of the Contract Documents and shall include provisions ensuring compliance by Subcontractors should any portion of the Work be subcontracted.
- 7.1.2 Six copies of the Contractor's quality assurance program shall be submitted to the Construction Manager at the pre-construction meeting for review and approval by the Construction Manager. Work undertaken by the Contractor before the Construction Manager's formal approval of the Contractor's program will be at the Contractor's sole risk and expense. A quality assurance audit of the Contractor's quality assurance program may be conducted by NJ TRANSIT at any time.

- 7.1.3 The Contractor's designated quality assurance program shall not be changed without the written concurrence of NJ TRANSIT. Work undertaken by the Contractor before receipt of written concurrence from NJ TRANSIT concerning such changes of the Contractor's quality assurance program will be at the Contractor's sole risk and expense.
- 7.1.4 The Contractor's quality assurance operations may be subject to NJ TRANSIT verification at any time. Verification shall include, but not be limited to: Audit of the quality assurance program; surveillance of the operations to determine that practices, methods, and procedures of the program are being properly implemented; inspection to measure the quality of items offered for acceptance; and inspection of items prior to release for shipment to ensure compliance with requirements of the Contract Documents.
- 7.1.5 Failure by the Contractor to promptly correct deficiencies discovered by the Contractor or of which the Contractor is notified by NJ TRANSIT may be cause for suspension of the Contract until corrective action has been taken or until conformance of the Work to prescribed criteria has been demonstrated to and approved by NJ TRANSIT. As a result of such suspension, no adjustment will be made with respect to increases in the cost or time.
- 7.2 MATERIAL WORKMANSHIP LABOR
- 7.2.1 Only approved materials shall be used, and the work shall be carefully carried out in strict accordance with the general and detail drawings. The Construction Manager shall have full power at any time to reject such work or material which does not, in the Construction Manager's opinion, conform to the true intent and meaning of the Contract Documents.
- 7.2.2 Work when completed in a substantial and workmanlike manner, to the satisfaction of the Construction Manager, shall be accepted by NJ TRANSIT in writing. Unless otherwise specified all materials used shall be new.
- 7.2.3 The Contractor shall furnish and pay for necessary transportation, scaffolding, centering, forms, water, labor, tools, light, power, and mechanical appliances, permits for the installation and construction of work, and all other means, materials, and supplies for properly prosecuting its work under the Contract, unless expressly specified otherwise. The Contractors and all Subcontractors shall rely on their own measurements for the performance of their work.
- 7.2.4 The Contractor shall furnish necessary and approved materials in ample quantities and as frequently as required to avoid delay in the progress of the work, and shall so store them as to prevent interference with work not under this Contract.
- 7.2.5 The Contractor shall employ qualified and competent personnel in their respective lines of work. Should the Construction Manager deem any employee incompetent or negligent or for any cause unfit for the

employee's duties, the Contractor shall dismiss that person, and that individual shall not again be employed on the Work; except that the permanent dismissal and replacement of any workers employed by a Disadvantaged Business Enterprise (DBE) Subcontractor or organization also requires the prior review of the NJ TRANSIT Office of Business Development in accordance with 49 C.F.R. Part 26.

7.2.6 The Contractor shall employ a full-time superintendent assigned solely to this Project who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Construction Manager and shall be one who is to be continued in that capacity for the particular job involved unless that individual ceases to be on the Contractor's payroll.

The various Subcontractors shall have competent foremen in charge of their respective part of the work at all times. They are not to employ on the work an unfit person or anyone not skilled in the work assigned to that person.

The Contractor shall give the work its special supervision, lay out its own work, do the necessary leveling and measuring or employ a competent New Jersey licensed engineer or land surveyor satisfactory to the Construction Manager to do so. If, due to trade agreement, additional standby personnel are required to supervise equipment or temporary services used by other trades, the Contractor shall provide such standby services.

The superintendence and the number of workmen shall be sufficient to insure the completion of the Project within the time stipulated therefore.

- 7.2.7 No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor which are subject to a lien or other encumbrance or an agreement by which an interest is retained by the seller. The Contractor and all Subcontractors warrant that they have good title to materials and supplies used by them in the work, free from liens, claims or encumbrances.
- 7.2.8 Manufacturer's Instructions: Where installations include manufactured products, the Contractor shall comply with the manufacturer's applicable instructions and recommendations for installation to the extent that these instructions and recommendations are more explicit or more stringent than the requirements indicated in the Contract Documents.
- 7.2.9 Where the specifications or the manufacturer's instructions or warranty require that the site be visited and inspected by a representative of the manufacturer prior to the commencement of a particular item of work, the Contractor shall ensure that said visit or inspection occurs and that the Construction Manager be given no less than 24 hours notice of arrival of the manufacturer's representative.

7.3 INSPECTION OF WORK

- 7.3.1 NJ TRANSIT shall at all times have access to the work whether it is in preparation or in progress and the Contractor shall provide proper facilities for such access and for inspection and testing. NJ TRANSIT reserves the right, at its option, to employ the services of professional consultants for any phase of the work as it may deem to be in the best interest of NJ TRANSIT. The Contractor shall cooperate with NJ TRANSIT and these consultants and shall provide access to the work and facilities for inspection and testing.
- 7.3.2 If the Specifications, the Engineer's or Construction Manager's instructions, laws, ordinances or public or private authority require work to be specifically tested or approved, the Contractor so affected shall give the Construction Manager five (5) calendar days' notice in writing of its readiness for inspection, and if the inspection is by an authority other than the Construction Manager, of the date fixed for such inspection. Inspections by the Construction Manager will be promptly made. If such work should be covered up or otherwise concealed from view without approval or consent of the Construction Manager, it must, if required by the Construction Manager, be uncovered for examination and recovered after the examination at the Contractor's expense. There will be no extension of time to the Contract for uncovering or recovering work.
- 7.3.3 Except as otherwise provided herein, materials and installed equipment used in the construction of the Project shall be adequately tested according to standards of the trade, industry or as required by NJ TRANSIT, at the expense of the Contractor.
- 7.3.4 Whenever, in the Construction Manager's opinion, the Construction Manager considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, the Construction Manager will have authority to require special inspection or testing of the work in addition to that required elsewhere in the Contract Documents, whether or not such work be then fabricated, installed or completed. However, neither the Construction Manager's authority to act under this Subsection, nor any decision made by the Construction Manager either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Construction Manager to the Contractor, Subcontractor, their agents or employees, or any other person performing part of the work.
- 7.3.5 If after commencement of the Work the Construction Manager determines that some portion of the Work requires special inspection, testing or approval not provided for elsewhere in the Contract Documents, the Construction Manager will proceed with such inspection, testing or approval under contract with a third party for such services, or instruct the Contractor to order such special inspection, testing or approval. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of public authority having jurisdiction, the Contractor shall bear all costs thereof, including the Construction Manager's additional services made necessary by such failure; otherwise NJ TRANSIT shall bear such costs, and an appropriate change order will be issued.

- 7.3.6 The Contractor shall cooperate fully with the Construction Manager and any testing company and supply materials for testing as required.
- 7.3.7 All construction subcode inspections shall be performed by the DCA Bureau of Code Services. The Contractor shall be responsible for requesting subcode inspections, as necessary, by contacting the DCA directly. The Contractor shall abide by all DCA instructions regarding subcode inspection procedures. The Contractor is responsible for notifying the Construction Manager of the time and date.

7.4 PLANT INSPECTION

NJ TRANSIT may undertake the inspection of materials at the source. Manufacturing plants may be inspected periodically for compliance with specified manufacturing methods. Material samples may be obtained for laboratory testing for compliance with materials quality requirements. This may be the basis for acceptance of manufactured lots as to quality.

In the event plant inspection is undertaken the following conditions shall be met:

- (a) NJ TRANSIT shall have the cooperation and assistance of the Contractor and the producer with whom it contracted for the provision of materials and equipment.
- (b) NJ TRANSIT shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.
- (c) If required by NJ TRANSIT, the Contractor shall arrange for approved office space for the use of the inspector; such space to be located conveniently in or near the plant.
- (d) Adequate safety measures shall be provided and maintained.

It is understood that NJ TRANSIT reserves the right to retest materials which have been tested and accepted at the source of supply after the same have been delivered and to reject materials which, when retested, do not meet the requirements of the Contract Documents. The cost of retesting in case of rejection shall be borne by the Contractor.

7.5 INSTALLED EQUIPMENT TESTING AND TRAINING

7.5.1 When mechanical, electrical or other equipment is installed it shall be the responsibility of the Contractor to operate it for a satisfactory period of time as required by the Contract Documents for proper testing of the equipment and instructing NJ TRANSIT operating personnel. Fuel, power, and other items or services required for proper testing of equipment and for the period of instruction shall be provided at the expense of the Contractor furnishing such equipment. The Contractor shall provide the Construction Manager with a minimum of five (5) business days prior written notice of the performance of a test. Tests shall be conducted in the presence of NJ TRANSIT. Test results shall be submitted and approved by NJ TRANSIT prior to acceptance of the installation.

- 7.5.2 The Contractor shall furnish six (6) copies of each "Operating and Maintenance Booklet" which shall contain not less than the following (as applicable to each trade):
 - Manufacturer's service manuals and equipment parts list of all functional components of the system including control diagrams, wiring diagrams of controllers, and explanation and description of each system;
 - A complete typewritten list of all items of pertinent equipment including compressors, pumps, fans, motors, coils, etc. with nameplate date, capacities, model numbers, lubrication charts and preventive maintenance schedule;
 - 3. Trouble shooting guides and testing instructions;
 - 4. Manufacturer's parts list and ordering requirements;
 - 5. Names, addresses and telephone numbers of all manufacturers agents, Subcontractors, supply houses, etc. from which replacement parts, service and operating information can be obtained;
 - 6. The manuals shall be divided into indexed sections with tabs dividing sections, for A) Mechanical/HVAC, B) Electrical/Lighting, C) Finish Schedules.
- 7.5.3 The Contractor shall instruct NJ TRANSIT designated personnel as to the proper operation of all equipment and apparatus, and each of the various systems specified. No later than two weeks prior to conducting training sessions, the Contractor shall submit a Training Plan for the Construction Manager's approval. The Training Plan shall include the instructor's qualifications, the proposed training schedule and an outline of the instructor's lesson plan. Training session topics shall include, as a minimum, a detailed review of operating and maintenance procedures, spare parts, tool requirements, prescribed lubricants and fuels, hazards and warranties. The Contractor shall be responsible for providing all visual aids and training materials. Training sessions shall be conducted at a time and place convenient to NJ TRANSIT personnel.

The Contractor, after issuing complete instructions and direction to the NJ TRANSIT designated personnel, shall secure from such persons a signed acknowledgment in duplicate stating that complete and comprehensive instructions have been received and understood. The Contractor shall then forward the two copies of the signed acknowledgment to the Construction Manager for record purposes.

7.6 LABORATORY TESTING AND INSPECTION

7.6.1 General Requirements:

NJ TRANSIT will reimburse the Contractor for the services of an independent Testing Laboratory to perform structural steel, reinforced concrete, soils and any other testing services required by NJ TRANSIT. The Contractor shall cooperate with the laboratory to facilitate the execution of its required services. Employment of the laboratory shall in no way relieve the Contractor of its obligations to either perform any other testing and inspection work as required by the Contract Documents or to perform any other item of Work.

7.6.2 Related Requirements:

- A. Laboratory Selection: The Contractor shall submit the name and qualifications of three independent testing laboratories for approval to the Construction Manager. The Contractor shall solicit pricing from each prospective testing and inspection laboratory for the services requested by NJ TRANSIT. The pricing information shall be submitted with the qualification submissions listed in Sub-article 7.6.3. The Construction Manager shall determine the best qualified laboratory.
- B. Payment: Payment for the services described herein shall be made only for work which is actually performed and approved by NJ TRANSIT. Payment shall be at the rates quoted for the services listed in the Special Provisions and shall be in effect from the Notice to Proceed date and for a two year period thereafter.

Rates and fees are to be based on work performed between 8:30 a.m. and 4:30 p.m.; overtime rate of 1-1/2 times the corresponding hourly rates may be applied for work performed after 4:30 p.m. and before 8:30 a.m. The overtime rate shall also be applicable for weekends and holidays.

Travel expenses for inspection and testing services rendered outside the 50 mile radius of Newark, New Jersey shall be completely documented to the satisfaction of NJ TRANSIT. Any out of town travel expenses shall be pre-approved via an estimate submitted by the laboratory.

NJ TRANSIT shall reimburse the Contractor for laboratory testing and inspection costs upon receipt of itemized invoices from the approved laboratory.

NJ TRANSIT shall pay only the amounts of the laboratory invoices, under the allowance amount included by NJ TRANSIT as a Bid Item in the Bidder's Proposal. The allowance may be adjusted upward or downward at NJ TRANSIT's sole discretion, to reflect actual costs. NJ TRANSIT shall pay for the initial testing only. Should any material fail to satisfy the test requirements, the Contractor shall be responsible for any additional costs and delays to retest or test replacement material.

7.6.3 Qualification of Laboratory:

To be qualified the laboratory shall:

- A. Meet "Recommended Requirements for Independent Laboratory Qualification", published by American Council of Independent Laboratories.
- Meet basic requirements of ASTM E329, "Standards of Recommended Practice for Inspection and
 Testing Agencies for Concrete and Steel as Used in Construction."
- C. Be authorized to operate in the State of New Jersey.

- D. Submit copy of report inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during the most recent tour of inspection, with memorandum of remedies of any deficiencies reported by inspection.
- E. Have testing equipment:
 - 1. Calibrated at reasonable intervals by devices of accuracy traceable to either:
 - a. National Bureau of Standards; or
 - b. Accepted value of natural physical constants.

7.6.4 Laboratory Duties:

The laboratory shall promptly submit three (3) copies of a written report of each test and inspection to the Construction Manager for distribution. Each report shall include:

- 1. Date issued;
- 2. Project title and number;
- 3. Testing laboratory name, address and telephone number;
- 4. Name and signature of laboratory inspector;
- 5. Date and time of sampling or inspection;
- 6. Record of temperature and weather conditions;
- 7. Date of test;
- 8. Identification of product and specification section;
- 9. Location of inspection or test;
- 11. Results of tests and compliance with Contract Documents; and
- Interpretation of test results, when requested by the Construction Manager.

7.6.5 Limitation of Authority of Testing Laboratory:

Laboratory is not authorized to:

- 1. Release, revoke, alter or enlarge on requirements of Contract Documents;
- 2. Approve or accept any portion of the Work; or
- 3. Perform any duties of the Contractor.

7.6.6 Contractor's Responsibilities:

- A. Cooperate with laboratory personnel, provide access to work, and to manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities or representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Furnish copies of products test reports as required.

- E. Furnish incidental labor and facilities:
 - 1. To provide access to work to be tested;
 - To obtain and handle samples at the Project Site or at the sources of the product to be tested:
 - 3. To facilitate inspections and tests; and
 - 4. For storage and curing of test samples.
- F. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests. NJ TRANSIT reserves the right to have materials that were not properly tested, removed and replaced at no additional cost to NJ TRANSIT. When test or inspections cannot be performed after such notice, reimburse laboratory for laboratory personnel and travel expenses incurred due to Contractor's negligence.
- G. The Contractor shall have the laboratory perform additional tests as required by NJ TRANSIT

7.7 CERTIFICATION OF COMPLIANCE

Certain materials as specified elsewhere will be accepted on the basis of Certificates of Compliance stating that such materials or assemblies fully comply with the requirement of the Contract. The form of the Certificates of Compliance shall be approved by the Construction Manager.

Materials or assemblies used on the basis of Certificates of Compliance may be sampled and tested at any time and if found not to be in conformity with the Contract requirements, will be subject to rejection whether in place or not. The Contractor shall require the manufacturer or supplier to furnish three copies of Certificates of Compliance with each delivery of materials, components, and manufactured items that are acceptable by certification. Two copies shall be furnished to the Construction Manager and one copy shall be retained by the Contractor.

Certificates of Compliance shall contain the following information:

- (a) Project to which the material is consigned.
- (b) Name of the Contractor to which the material is supplied.
- (c) Kind of material supplied.
- (d) Quantity of material represented by the certificate.
- (e) Means of identifying the consignment, such as label marking, seal number, manufacturer or supplier, and such additional information as required to make positive identification.
- (f) Date and method of shipment.
- (g) A statement that the material has been tested and found in conformity with the pertinent Contract requirements stated in the certificate and that test results pertaining to the material are either on file with the producer and available upon request or attached to the certificate.
- (h) Signature of a person having legal authority to bind the supplier.

(i) Signature attested to by a Notary Public.

No payments relative to materials specified to be accepted on the basis of Certificates of Compliance shall be made until the Construction Manager is in possession of an acceptable Certificate of Compliance.

A Certificate of Compliance shall not be construed as a waiver of NJ TRANSIT's right to test the material or assemblies supplied.

7.8 NON-CONFORMING WORK AND MATERIALS

- 7.8.1 Materials or work found to be defective, or not in strict conformity with the requirements of the Contract Documents, or defaced or damaged through the acts or omissions of a Contractor or its Subcontractors, or through action of fire, weather, vandalism or other causes, shall be removed immediately and new materials or work substituted therefor to the satisfaction of the Construction Manager without delays by the Contractor involved and at its sole cost and expense. Under no circumstances shall the Contractor be entitled to an extension of time for correcting defective work.
- 7.8.2 Should the Construction Manager determine that work, including work of an administrative nature, is not in conformance with the requirements of the Contract Documents, the Construction Manager shall issue a Non-Conformance Notice (NCN). The NCN shall state the work or material which is non-conforming and establish a reasonable time period for correcting the non-conforming work or material. Should the Contractor fail to correct, repair or replace the non-conforming work or material in a timely manner, NJ TRANSIT may take such actions as NJ TRANSIT deems necessary to protect NJ TRANSIT's and the public's interest, including but not limited to, withholding payments, suspending all or a portion of the Work, terminating the Contract for Default, denying future prequalification or Subcontractor approvals, and/or suspending or debarring the Contractor from bidding on future NJ TRANSIT contracts.
- 7.8.3 No previous inspection or certification shall be held as an acceptance of defective work or materials or to relieve the Contractor from the obligation to furnish sound materials and to perform good satisfactory work. The Engineer shall be the final judge of the materials and work furnished.
- 7.8.4 The Contractor shall be given every opportunity to correct defective or damaged work; however, if the Contracting Officer deems it inexpedient to have the Contractor correct work damaged or done not in accordance with the Contract, the difference in value between such work and that specified, as determined by the Contracting Officer, together with the cost and expense of correcting the work, shall be deducted from the Contract Price.

7.9 WARRANTY AGAINST DEFECTIVE WORK

- 7.9.1 In addition to other warranties set out elsewhere in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of defect of equipment, material or design furnished, or workmanship performed by the Contractor or its Subcontractors or suppliers at any tier. Such warranty shall continue for a period of one year from the date of Acceptance of the Work. Under this warranty, the Contractor shall remedy at its own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at its own expense damage to NJ TRANSIT owned or controlled real or personal property, when that damage is the result of the failure of the Contractor or its Subcontractors or suppliers at any tier to conform to contract requirements or any such defect of equipment, material, workmanship, or design. The Contractor shall also restore work damaged in fulfilling the terms of this clause. The Contractor's warranty with respect to work repaired or replaced hereunder will run for one year from the date of the acceptance by NJ TRANSIT of such repair or replacement.
- 7.9.2 NJ TRANSIT shall notify the Contractor in writing within a reasonable time after the discovery of failure, defect, or damage. Should the Contractor fail to remedy failure, defect or damage described in the first paragraph of this Article within a reasonable time after receipt of notice thereof, NJ TRANSIT shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the Contractor's expense.
- 7.9.3 In addition to the other rights and remedies provided by this clause, Subcontractor's, manufacturers', and suppliers' warranties, expressed or implied, respecting work and materials shall, at the direction of the Contracting Officer, be enforced by the Contractor for the benefit of NJ TRANSIT. In such case if the Contractor's warranty under the first paragraph of this Article has expired, a suit directed by NJ TRANSIT to enforce a Subcontractor's, manufacturer's or supplier's warranty shall be at the expense of NJ TRANSIT. The Contractor shall obtain warranties which the Subcontractors, manufacturers, or suppliers would give in normal commercial practice.

If directed by the Contracting Officer, the Contractor shall require any such warranties to be executed in writing to NJ TRANSIT.

- 7.9.4 Notwithstanding other provisions of this Article, unless such a defect is caused by the negligence of the Contractor or its Subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair of defects of material or design furnished by NJ TRANSIT nor for the repair of damage which results from any such defect in NJ TRANSIT furnished material or design.
- 7.9.5 The warranty specified herein shall not limit NJ TRANSIT's rights under Article 13.3, COMPLETION AND FINAL ACCEPTANCE.

8. EXCAVATION AND DIFFERING SITE CONDITIONS

8.1 UNCLASSIFIED EXCAVATION

Unless otherwise provided elsewhere in this Contract, excavation work shall be considered unclassified excavation and shall consist of the removal of earth, rock, abandoned utilities, foundations and all other materials encountered of whatever nature.

8.2 MEASUREMENT OF PAY LIMITS FOR EXCAVATION

The method of measurement and establishment of pay limits for additions or deductions for excavation shall be as follows:

Basement Excavations: Pay limit for excavation shall be in accordance with cross sections limited by vertical parallel planes extending 24 inches outside of foundation walls shown on Contract Drawings, and horizontal plane along bottom of basement concrete slab or footings.

Pipelines and Encased Utilities: Pay limit for trench excavation shall be limited to width of 36 inches or the largest diameter of pipe barrel plus 24 inches, whichever is greatest and depth at bottom of pipe barrel. When rock is encountered, the Contractor shall excavate to six inches below bottom of pipe barrel. A six inch compacted granular fill for the pipe shall be provided by the Contractor. No additional payment will be made for this additional excavation of six inches and the granular fill.

Encased Electrical Conduit, Steam Transmission Lines, Unformed Foundation Footings: Width and depth of trench shall be limited to same width and elevations of structure shown on Contract Drawings.

Where unsuitable foundation material is encountered, the Contractor shall excavate to elevations as directed by the Construction Manager. Unit prices for additional excavation and replacement with approved compacted granular fill, if stated in the proposal form, shall be used as a basis for additional payment by NJ TRANSIT.

8.3 SOIL BORINGS

Where data pertaining to test pits, test borings, or any like information are given, by drawings or in writing, they are for general information only and shall not relieve the Contractor from the responsibility for making such investigations as may have been necessary to insure that its Bid was based on actual conditions.

8.4 DIFFERING, LATENT OR UNUSUAL SITE CONDITIONS

- 8.4.1 The Contractor shall not proceed with the work at the site until it has satisfied itself that the topographic data in the Contract Documents are correct.
- 8.4.2 Should the Contractor encounter subsurface and latent conditions at the site materially differing from those shown on the plans or indicated in the Specifications (Type I), it shall immediately give notice to the

Construction Manager of such conditions before they are disturbed. NJ TRANSIT will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the Specifications, it will promptly make such changes in the plans and/or Specifications as it may find necessary. Any increase or decrease of cost and time of completion resulting from such change shall be adjusted in the manner provided in Article 3.1, Contract Changes.

- 8.4.3 The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any other unknown physical conditions at the site, (Type II) of an unusual nature, differing materially from those ordinarily encountered and generally recognized as belonging in work of the character provided for in this Contract. NJ TRANSIT shall promptly investigate the conditions, and if it finds that such conditions do materially so differ that they could not have been discovered by the Contractor through employing the high standard of care required in the Contractor's pre-bid investigations and that they cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made in accordance with Article 3.2.
- 8.4.4 No claim of the Contractor under this Article shall be allowed unless the Contractor has given the written notice required above.
- 8.4.5 No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after substantial completion under this Contract.
- 8.4.6 The Contractor waives its right of claim if it disturbs the condition prior to submitting notice to the Construction Manager and before the Contracting Officer acts thereon.

8.5 ARCHEOLOGICAL FINDINGS

When the Contractor's excavating operations encounter prehistoric remains or artifacts of historical or archeological significance, the operations shall be temporarily discontinued in that area. NJ TRANSIT will consult archeological authorities and determine the disposition of the remains or artifacts. The discontinuance of the work shall be governed by Article 2.3, SUSPENSION OF WORK.

9. INDEMNIFICATION AND LIABILITY

- 9.1 INDEMNIFICATION; RISKS ASSUMED BY THE CONTRACTOR
- 9.1.1 The Contractor shall defend, indemnify and save harmless the State of New Jersey, NJ TRANSIT, the USDOT, the FTA (if the Contract is in whole or part federally funded) and their officers, employees, servants and agents from all suits, actions, or claims of any character including, but not limited to, expenditures and costs of investigations, hiring of witnesses, court costs, counsel fees, settlements, judgments or otherwise, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of said Contractor or its Subcontractors in the performance of the work specified in this Contract; or on account of or in consequence of any neglect in safeguarding the work as specified in

this Contract; or because of any act or omission, neglect, or misconduct of said Contractor or its Subcontractors in the performance of the work specified in this Contract; or from any claims or amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree. So much of the money due the said Contractor under and by virtue of this Contract as may be considered necessary by NJ TRANSIT for such purpose may be retained for the use of NJ TRANSIT; except that money due to the Contractor will not be withheld when the Contractor produces satisfactory evidence that it is adequately protected by public liability and property damage insurance. NJ TRANSIT shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If the suit is brought against NJ TRANSIT, NJ TRANSIT shall immediately forward to the Contractor every claim, demand, complaint, notice, summons, pleading or other process received by NJ TRANSIT or its representatives. NJ TRANSIT shall have the right, but not the obligation, to participate, to the extent it deems appropriate, in the defense of the matter and must concur in the terms of any settlement or other voluntary disposition of the matter. In the defense of any such claims, demands, suits, actions and proceedings, the Contractor shall not raise or introduce, without the express written permission in advance of the Attorney General of the State of New Jersey, any defense involving in any way the immunity of NJ TRANSIT or the State of New Jersey, the jurisdiction of the tribunal over NJ TRANSIT or the State of New Jersey, or the provisions of any statutes respecting suits against NJ TRANSIT or the State of New Jersey.

- 9.1.2 The Contractor assumes the following distinct and several risks, whether they arise from acts or omissions whether negligent or not of the Contractor, its Subcontractors, suppliers, employees, agents, and others working for the Contractor on the Project, of NJ TRANSIT or of third persons, or from any other cause, and whether such risks are within or beyond the control of the Contractor, excepting only risks which arise from solely affirmative acts performed by NJ TRANSIT subsequent to the execution of the Contract with actual and willful intent to cause the loss, damage, and injuries described in Paragraphs (a) and (b) below:
 - (a) Risks of Loss or Damage to the Construction: Until completion of all work and the acceptance of the Project by NJ TRANSIT, the Contractor shall have the charge and care of the work and of the materials to be used therein, whether permanent or temporary, including materials for which it has received partial payment and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before acceptance and shall bear the expense thereof. However, the Contractor shall not assume the risk for damage to the work due to acts of war.

Where necessary to protect the work or materials from damage the Contractor shall in furtherance of the above Paragraph, but not by way of limitation, at its expense, provide suitable drainage for

the Project and erect such temporary structures as are necessary to protect the work or materials from damage. The risks for failure to take such actions are assumed by the Contractor.

In case of suspension of work from any cause whatever, the Contractor shall continue to be responsible for the Project as provided above and shall take such precautions as may be necessary to prevent damage to the Project, shall provide for drainage and shall erect necessary temporary structures, signs or other facilities. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition living material in newly established plantings, seedings, and soddings furnished under this Contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury. If ordered by NJ TRANSIT, the Contractor shall properly store during such suspension of work materials which have been partially paid for by NJ TRANSIT or which have been furnished by NJ TRANSIT. Such storage by the Contractor shall be on behalf of NJ TRANSIT. NJ TRANSIT shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization from NJ TRANSIT. The Contractor shall be solely responsible for the loss of or damage to such materials.

- (b) Risk of Loss to Property in Performing the Work: The risk of loss or damage to any property of the Contractor, and of claims made against the Contractor or NJ TRANSIT for loss or damage to any property of subcontractors, supplier, workmen, and others performing the work, and to lessors, occurring at any time prior to completion of removal of such property from the construction site or NJ TRANSIT's premises, or the vicinity thereof shall be borne by the Contractor.
- 9.1.3 Neither the acceptance of the Project by NJ TRANSIT nor the making of final payment shall release the Contractor from its obligations under this Article. Moreover, neither the enumeration in this Subparagraph nor the enumeration elsewhere in this Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall be deemed: (a) to limit the effect of the provisions of this Article or of any other provision of this Contract relating to such risks or claims; (b) to imply that it assumes or is responsible for risks or claims only of the type enumerated in this Article or in any other provision of this Contract; or (c) to limit the risks which it would assume or the claims for which it would be responsible in the absence of such enumerations.
- 9.1.4 The Contractor expressly understands and agrees that insurance protection required by the Contract, or otherwise provided by the Contractor, shall in no way limit the Contractor's responsibility to defend, indemnify, and save harmless NJ TRANSIT and the State as herein provided.

9.2 INSURANCE

The Contractor shall and shall require its Subcontractor(s) to procure and maintain until the issuance of the Final Certificate of Payment, the types of insurance specified below:

9.2.1 Fire Insurance and Extended Coverage (Builder's Risk):

The Contractor shall effect and maintain "All Risk" Builder's Risk insurance coverage, including terrorism coverage, for 100% of the Construction value upon the facility or facilities on which the work is to be executed or which is to be constructed, and shall also cover materials, equipment, and supplies of all kinds incident to the construction of said facility or facilities, in temporary structures, or on vehicles, or in the open.

9.2.2 Workers' Compensation Insurance:

The Contractor shall procure and shall maintain during the life of this Contract, Workers' Compensation Insurance, as required by applicable State law, for all of its employees to be engaged in work at the site of the Project under this Contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers Compensation Insurance. In case any class of employees on the Project under this Contract is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide employer's liability insurance for the protection of such of its employees as are not otherwise protected. Limits of Employer Liability are as follows:

Employer's Liability

Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 each employee

Bodily Injury by Disease \$1,000,000 policy limit

9.2.3 Commercial General Liability Insurance:

The Contractor shall and shall require its Subcontractor(s) to procure and maintain during the life of this Contract, Commercial General Liability Insurance using ISO Occurrence Form CG0001 10/93 or equivalent. The policy shall provide a minimum amount of \$2,000,000 each occurrence, \$2,000,000 personal and advertising injury, \$4,000,000 general aggregate and \$4,000,000 products completed operations aggregate.

Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, bodily injury and property damage coverage including products liability/completed operations coverage, premises operations liability, blanket contractual liability, personal injury liability, independent contractors liability, mobile equipment, damage from explosion, collapse and underground hazards, and cross liability and severability of interests clause. Additional insured endorsement CG2026 11/85, CG 2010 11/85 or CG 2010 10/93 (but only if modified to include both ongoing and completed operations)

naming NJ TRANSIT, the State of New Jersey, and the Indemnified Parties and coverage must apply on a primary and non-contributory basis. The policy shall allow the Contractor to waive its and its insurer's rights of subrogation. There shall be no coverage exceptions for property containing or adjacent to railroad facilities or other transportation facilities..

The Contractor shall furnish completed operations insurance written to the limits stipulated herein for Commercial General Liability Insurance. Coverage shall be required and maintained in force for a minimum of three years following acceptance of the overall Contract, regardless of any beneficial occupancy by NJ TRANSIT during the Contract term.

9.2.4 Umbrella Liability Insurance

The Contractor shall and shall require its Subcontractors to procure and maintain umbrella liability insurance with a minimum limit of \$8,000,000 per occurrence and in the aggregate; coverage must follow form above underlying Commercial General Liability, Business Automobile Liability and Employer's Liability policies.

9.2.5 Automobile Liability Insurance

The Contractor shall and shall require its Subcontractor(s) to procure and maintain during the life of the Contract, Automobile Liability Insurance applicable to all owned, non-owned, hired or leased vehicles with a minimum of \$1,000,000 combined single limit per accident for bodily injury and property damage liability. This policy shall name NJ TRANSIT and the State of New Jersey as an additional insured.

9.2.6 <u>Asbestos Abatement Liability</u> –If applicable, the Contractor or whoever is performing the removal of any Asbestos Containing Material {ACM} shall maintain throughout the entire period of their performance under this Contract <u>Asbestos Abatement Liability Insurance</u> in the amount of \$2,000,000 per loss and \$2,000,000 in the aggregate. The Contractor or whoever is responsible for transporting and disposing of the {ACM} shall maintain throughout the entire period of their performance under this Contract <u>Transportation Pollution Coverage {Form MCS90}</u> in the amount of \$2,000,000 or statutory minimum whichever is greater.

9.2.7 Contractor's Pollution Liability Insurance

The Contractor and any Subcontractor performing construction and/or environmental remediation work must procure and maintain through the life of the Contract, Contractor's Pollution Liability Insurance, including lead abatement if required, covering the liability arising out of any sudden and non-sudden pollution or impairment of the environment, including bodily injury, property damage, clean-up costs and defense that arise from the work performed by the Contractor or its Sub-Contractor(s). Coverage under this policy shall have limits of liability with a minimum of \$5,000,000 per occurrence and shall be on an occurrence basis. The policy shall name NJ TRANSIT and the State of New Jersey as an additional insured. Transport of any hazardous waste generated under this Contract shall require Hazardous Waste

Haulers Insurance (MCS90) in an amount of \$5,000,000 per occurrence or statutory minimum, whichever is greater.

9.2.8 The Contractor and its Subcontractor(s) shall, at its own expense, carry all insurance which may be required to provide the necessary protection against loss or damage to any property of the Contractor or to any property of Subcontractors, suppliers, workmen, and others performing the work and to lessors, which insurance shall contain a waiver of any right of subrogation against NJ TRANSIT.

9.2.9 The insurance required herein shall provide adequate protection for the Contractor and its Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by the Contractor and, also against any of the special hazards which may be encountered in the performance of this Contract.

9.2.10 The insurance policies are to be written by good and solvent insurance companies authorized to do business in New Jersey with an A.M. BEST Insurance Rating of "A-" or better or by such other companies acceptable to NJ TRANSIT in its sole discretion.

9.2.11 The Contractor shall furnish NJ TRANSIT with two copies of all Certificates showing the types, amount, class of operations covered, effective dates, and dates of expiration of policies. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of NJ TRANSIT in such insurance shall not be effective for less than thirty (30) calendar days after written notice thereof to NJ TRANSIT. Evidence of such endorsement must be contained in the certificate of insurance. If requested by NJ TRANSIT, the Contractor shall also provide copies of the insurance policies covered by the certificate. The Contractor shall not commence work under this Contract until it has obtained the insurance required under this Paragraph and such insurance has been approved by the Contracting Officer, nor shall the Contractor allow any Subcontractor to commence work on its subcontract until the insurance required of the Subcontractor has been so obtained and approved.

If the insurance provided by the Contractor or any of its Subcontractor(s) fails to comply with the requirements listed herein, or if the Contractor or its Subcontractor(s) fails to maintain such insurance, then NJ TRANSIT maintains the right to stop work until proper evidence is provided.

9.2.12 The cost of providing the required insurance shall be included under the Bid Item "Mobilization" whenever such a Bid item is listed in the Bidder's Proposal. If no such item is listed then the cost shall be considered included under the total lump sum bid amount or allocated within the unit prices that sum to the total Bid price.

9.2.13 Railroad Protective Comprehensive General Liability Insurance:

Should it be required, NJ TRANSIT will provide Railroad Protective Comprehensive General Liability Insurance coverage for this Contract.

9.3 LIMITATIONS OF LIABILITY

In no event, whether under the provisions of this Contract, as a result of breach of Contract, tort (including negligence) or otherwise, shall NJ TRANSIT, the State, or USDOT, be liable to the Contractor for special, consequential, incidental or penal damages including, but not limited to, loss of profit or revenues, loss of rental value for Contractor owned equipment, damages to associated equipment, additional risk, cost of capital or interest of any nature (whether characterized as damages for the retention of money, an increase in the cost of performance, a penalty, or otherwise).

9.4 NO THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

It is the further intent of NJ TRANSIT and the Contractor in executing this Contract that no individual, firm, corporation or any combination thereof, which supplies materials, labor, services or equipment to the Contractor for the performance of the work becomes thereby a third party beneficiary of this Contract. NJ TRANSIT and the Contractor understand that such individual, firm, corporation or combination thereof, has no right to bring an action in the courts of this State against the State or NJ TRANSIT, by virtue of this lack of standing and also by virtue of the provisions of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

9.5 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out the provisions of the Contract, or in exercising power or authority granted to them by or within the scope of the Contract, there shall be no liability upon any NJ TRANSIT employee, either personally or as officials of the State, it being understood that in all such matters they act solely as agents and representatives of the State.

9.6 INTELLECTUAL PROPERTY

If the Contractor uses any design, device or materials covered by letters, patent or copyright, it shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract Price shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the Work. The Contractor shall defend, indemnify and save harmless the State, USDOT, NJ TRANSIT, and their officers, agents, servants, and employees from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with

Work agreed to be performed under this Contract, and shall defend and indemnify the State, USDOT, NJ TRANSIT, and their officers, agents, servants, and employees, for any cost, expense or damage which it or they may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

9.7 ENVIRONMENTAL COMPLIANCE AND LIABILITY

- 9.7.1 The Contractor shall conduct all activities in compliance with all applicable federal, state and local laws, rules, regulations and permits designed to prevent or control the discharge of substances into the land, water and air and to protect individual health and safety. The Contractor will indemnify, hold harmless and defend NJ TRANSIT, the State of New Jersey, their directors, officers, employees, agents and assigns from and against any and all suits, actions, proceedings, costs, fines, penalties and claims arising from or alleged to have arisen from its violation of any such environmental, health or safety laws, rules, regulations or permits whenever such suits, actions, claims or proceedings shall be commenced, or whenever such costs are accrued, except for any violations, if any, at the NJ TRANSIT facility existing prior to the Contractor's activities. The Contractor shall take reasonable and necessary precautions to prevent the discharge of hazardous substances, including asbestos and petroleum products, onto NJ TRANSIT property or into the environment, including the air. Failure to comply will be considered grounds for default, and NJ TRANSIT may terminate the Contract in accordance with Article 2.5, TERMINATION FOR CAUSE. The indemnification obligations hereunder shall survive the completion or termination of this Contract.
- 9.7.2 No later than two weeks after the Notice to Proceed for this project, the Contractor shall supply to NJ TRANSIT a set of MSDS for any and all chemicals, materials or substances intended for use in the completion of the project that are covered by reference or definition by the OSHA Hazard Communication Standard (hereinafter HCS) and/or the New Jersey Worker and Community Right-to-Know Act, N.J.S.A. 34:5A-1 et seq. The chemical name and Chemical Abstract Service (hereinafter CAS) number must be provided for all hazardous substances and for the five most predominant ingredients. If this information is not available on the MSDS, the information must be provided under separate cover when the MSDS is submitted. The Contractor shall also supply to NJ TRANSIT a copy of its written hazard communication program as defined by the OSHA-HCS and the New Jersey Worker and Community Right-to-Know Act, N.J.S.A. 34:5A-1 et seq.
- 9.7.3 In addition to supplying NJ TRANSIT with the MSDS, the Contractor shall obtain the expressed written approval of NJ TRANSIT to use any chemicals with a flammability or reactivity hazard classification of 2, 3, or 4 as defined by the National Fire Protection Association Standard NFPA704.
- 9.7.4 During the performance of this contract, the Contractor shall take any and all necessary precautions to ensure that personnel and property of NJ TRANSIT, the Contractor, third parties, and the general public are not exposed to physical or health hazards from any of the aforementioned chemicals, materials and substances. In addition, the aforementioned chemicals, materials and substances shall be labeled with the

chemical name and CAS number of all hazardous substances including the five most predominant ingredients in accordance with the requirements of OSHA-HCS and the New Jersey Worker and Community Right-to-Know Act.

- 9.7.5 In the event the Contractor obtains any new information pertaining to the aforementioned chemicals, materials and substances during the performance of the work on this contract, the Contractor shall immediately make that information available to NJ TRANSIT.
- 9.7.6 The Contractor's format shall meet the requirements of OSHA-HCS. Alternative formats may be accepted provided they meet the requirements of the OSHA-HCS and New Jersey Worker and Community Right-to-Know Act.

10. ETHICAL REQUIREMENTS

10.1 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, NJ TRANSIT shall have the right to annul this Contract without liability and in its discretion to deduct from the Contract Price, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.2 OFFICIALS NOT TO BENEFIT

- 10.2.1 <u>Interest of Members of Congress</u>: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.
- 10.2.2 <u>Interest of Public Officials</u>: No member, officer or employee of NJ TRANSIT or the State shall have any interest, direct or indirect, in this Contract or the proceeds thereof. No former member, officer or employee of NJ TRANSIT who, during that person's tenure, had a direct, substantial involvement with matters that are related to this Contract, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

10.3 GRATUITIES

10.3.1 The Contracting Officer may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract if it is found, after notice and hearing, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer, agent or employee of NJ TRANSIT with a view toward securing a contract or securing favorable treatment with respect to the performance of such Contract; provided that the existence of the facts upon which NJ TRANSIT makes its findings shall be in issue and may be reviewed in any competent court.

10.3.2 In the event this Contract is terminated as provided in the preceding Paragraph, NJ TRANSIT shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor.

10.4 NJ TRANSIT CODE OF ETHICS

- 10.4.1 It is NJ TRANSIT policy that Contractors must avoid all situations where proprietary or financial interest, or the opportunity for financial gain, could lead an officer or employee of NJ TRANSIT to secure favored treatment for any organization or individual. Contractors must also avoid circumstances and conduct which may not constitute actual wrongdoing, or conflict of interest, but might nevertheless appear questionable to the general public, thus compromising the integrity of NJ TRANSIT. For the purposes of this Article only, NJ TRANSIT shall be deemed to include any person contracting with NJ TRANSIT to perform services on the Project. All Contractors must comply with NJ TRANSIT's Code of Ethics contained in this Article.
- 10.4.2 The Contractor shall not employ any NJ TRANSIT officer or employee in the business of the Contractor or in professional activity in which the Contractor is involved with the NJ TRANSIT officer or employee.
- The Contractor shall not offer or provide any interest, financial or otherwise, direct or indirect, to any NJ TRANSIT officer or employee, in the business of the Contractor or in professional activity in which the Contractor is involved with the NJ TRANSIT officer or employee. The Contractor shall not cause or influence, or attempt to cause or influence, any NJ TRANSIT officer or employee to act in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJ TRANSIT officer or employee.
- 10.4.4 The Contractor shall not cause or influence, or attempt to cause or influence, any NJ TRANSIT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that Contractor or any other person.
- The Contractor shall not offer any NJ TRANSIT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or her official duties. In addition, employees or officers of NJ TRANSIT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events, or any other item which could be construed as having more than nominal value.
- 10.4.6 In accordance with N.J.A.C. 16:72-4.1, the Contractor may be suspended and/or debarred if the Contractor:
 - A. Makes any offer or agreement to pay or to make payment of, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any NJ TRANSIT Board member, officer, or employee or to any member of the immediate family of such Board

member, officer, or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such Board member, officer, or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g;

- B. Fails to report to the Attorney General and to the State Ethics Commission in writing forthwith the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any NJ TRANSIT Board member, officer, or employee;
- C. Undertakes, directly or indirectly, any private business, commercial, or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sale, directly or indirectly of any interest in such Contractor to, any NJ TRANSIT Board member, officer, or employee having any duties or responsibilities in connection with the purchase, acquisition, or sale of any property or services by or to NJ TRANSIT, or with any person, firm, or entity with which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationship subject to this provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the NJ TRANSIT Board member, officer, or employee upon a finding that the present or proposed relationship does not present the potential, actuality, or appearance of a conflict of interest;
- D. Influence or attempts to influence or causes to be influenced, any NJ TRANSIT Board member, officer, or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of such Board member, officer, or employee; or
- E. Causes or influences or attempts to cause or influence, any NJ TRANSIT Board member, officer, or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the <u>Contractor</u> or any other person.

11. SOCIAL AND ECONOMIC REQUIREMENTS

- 11.1 NEW JERSEY PREVAILING WAGE ACT
- 11.1.1 The Contractor and each Subcontractor shall comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., and this Act is hereby made a part of this Contract. All workers shall be paid not less than the prevailing wage rate as designated by the Commissioner of Labor and Industry or the Commissioner's duly authorized deputy or representative.

In the event it is found that any worker has been paid a rate of wages less than the prevailing wage required to be paid by this Contract, the Contracting Officer may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and take such action it deems necessary or prosecute the work to completion.

NJ TRANSIT shall furnish as part of the Contract a copy of the prevailing minimum wage rates which shall be paid to the workers employed in the performance of the Contract.

- 11.1.2 Nothing contained in the Prevailing Wage Act shall prohibit the payment of more than the prevailing wage rate to any worker employed on the Project.
- 11.1.3 The Contractor and each Subcontractor performing work for NJ TRANSIT who is subject to the provisions of the Prevailing Wage Act shall post the prevailing wage rates for each craft and classification involved, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workers their wages.
- 11.1.4 The Bidder's signature on the proposal is its guarantee that neither it nor any Subcontractor it intends to contract with is currently listed by or on record with the Commissioner of Labor and Industry as one who failed to pay the prevailing wages according to the Prevailing Wage Act.
- 11.1.5 The Contractor and all of its Subcontractors performing work at the site must prepare their Bids as to labor costs in accordance with the prevailing wage (valid for the date the Bids are to be submitted) for the geographical area of the Project Site.
- 11.1.6 After the completion of all construction work and before the proposed Final Certificate of Payment will be issued, the Contractor and Subcontractors shall furnish the Construction Manager with written statements in form satisfactory to NJ TRANSIT certifying to the amounts then due and owing from the Contractor and Subcontractors filing such statement to any and all workers for wages due on account of the Contract, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively, which statement shall be verified by the oath of the Contractor or Subcontractor, as the case may be, that it has read such statement subscribed by the Contractor or Subcontractor, knows the contents thereof, and that the same is true of its own knowledge, provided, however, that nothing herein shall impair the right of the Contractor to receive Final Payment because of failure of any Subcontractor to comply with provisions of this Article.

11.2 EQUAL OPPORTUNITY

11.2.1 Equal Employment Opportunity

The Contractor hereby acknowledges that pursuant to N.J.A.C. 17:27-3.1, NJ TRANSIT cannot award a contract or pay money to any Contractor or Subcontractor which has not agreed and guaranteed to afford equal employment opportunity in performance of the contract in accordance with an affirmative action program and, except with respect to affectional or sexual orientation, approved under the terms established in N.J.A.C. 17:27.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE FOR CONSTRUCTION CONTRACTS (required by N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.) – EXHIBIT B (last revised 4/10)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures pre-scribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or sub-contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contactor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the con-tractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result

in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its web-site, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

(NOTE: FOR THE PURPOSE OF THIS CONTRACT THE "PUBLIC AGENCY COMPLIANCE OFFICER" IS NJ TRANSIT'S VP CIVIL RIGHTS & DIVERSITY PROGRAMS AND THE "PUBLIC AGENCY" IS NJ TRANSIT.)

- 11.2.2 The Contractor and all Subcontractors hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) as amended and supplemented, and the rules and regulations promulgated pursuant thereto are made a part of the Contract and are binding upon them.
- 11.2.3 The Contractor, Subcontractors, and their assignees shall guarantee an equal employment opportunity to Veterans of the Vietnam era, pursuant to N.J.S.A. 10:5-40. "Veterans of the Vietnam era" are defined by N.J.S.A. 10:5-39(c).
- 11.2.4 Antidiscrimination: In accordance with N.J.S.A. 10:2-1 the Contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or

for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or

services to be acquired under this contract, no Contractor, nor any person acting on behalf of such

Contractor or Subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status,

gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who

is qualified and available to perform the work to which the employment relates;

b. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or

intimidate any employee engaged in the performance of work under this contract or any subcontract

hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials,

equipment, supplies or services to be acquired under such contract, on account of race, creed, color,

national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or

sex;

c. There may be deducted from the amount payable to the Contractor by the contracting public agency,

under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is

discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to

become due hereunder may be forfeited, for any violation of this section of the contract occurring after

notice to the Contractor from the contracting public agency of any prior violation of this section of the

contract.

No provision in this section shall be construed to prevent a board of education from designating that a

contract, subcontract or other means of procurement of goods, services, equipment or construction shall be

awarded to a small business enterprise, minority business enterprise or a women's business enterprise

pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

11.2.5 Provision Mandated by Executive Order 151

Executive Order No. 151 enhances inclusion efforts for minorities and women to benefit from the New

Jersey Economic Assistance and Recovery Plan and the American Recovery and Reinvestment Act of 2009

(ARRA). The Executive Order requires the inclusion of the following mandatory equal employment and

affirmative action language in construction contracts:

It is the policy of NJ TRANSIT that its contracts should create a workforce that reflects the diversity of the

State of New Jersey. Therefore, Contractors engaged by NJ TRANSIT to perform under a construction

contract shall put forth a good faith effort to engage in recruitment and employment practices that further the

goal of fostering equal opportunities to minorities and women.

The Contractor must demonstrate to the NJ TRANSIT's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the NJ TRANSIT's contract with the Contractor. Payment may be withheld from a Contractor for failure to comply with these provisions.

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

- a. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at http://NJ.gov/JobCentralNJ.
- b. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women.
- c. The Contractor shall actively solicit and shall provide NJ TRANSIT with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.
- d. The Contractor shall provide evidence of efforts described in b above to NJ TRANSIT no less frequently than once every twelve (12) months.
- e. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

11.2.6 Equal Opportunity for Individuals with Disabilities

The Contractor and NJ TRANSIT agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibit discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated thereto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of NJ TRANSIT pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or Subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend NJ TRANSIT and the State of New Jersey in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless NJ TRANSIT and the State, their agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the applicable grievance procedure, the Contractor agrees to abide by any decision rendered pursuant to such grievance procedure. If any action or administrative proceeding results in an award of damages against NJ TRANSIT or the State or if NJ TRANSIT or the State incur any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

NJ TRANSIT shall, as soon as practicable after a claim has been made against it, give written notice thereof

to the Contractor along with full and complete particulars of the claim. If any action or administrative

proceeding is brought against NJ TRANSIT or any of its agents, servants, and employees, NJ TRANSIT will

forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other

process received by it or its representatives.

It is expressly agreed and understood that any approval by NJ TRANSIT of the services provided by the

Contractor pursuant to this Contract will not relieve the Contractor of the obligation to comply with the Act

and to defend, indemnify, protect, and save harmless NJ TRANSIT pursuant to this paragraph.

The Contractor expressly understands and agrees that the provisions of this indemnification clause shall in

no way limit the Contractor's obligations assumed in this Contract, nor shall they be construed to relieve the

Contractor from any liability, nor preclude NJ TRANSIT from taking any other actions available to it under

any other provisions of this Contract or otherwise at law.

11.3 UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

The term "disadvantaged business enterprise" means a for-profit small business concern that is owned and

controlled by one or more socially and economically disadvantaged persons, as defined by 49 C.F.R., Part

26. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or

other similar cause. Such persons would include, but not be limited to, Black Americans (not of Hispanic

origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; Subcontinent Asian Americans;

and Women, regardless of race or ethnicity.

NJ TRANSIT's DBE Program is accorded the same priority as compliance with all other legal obligations

required by the USDOT. Contractors shall comply with the DBE Program requirements in the award and

administration of NJ TRANSIT contracts. Failure by the Contractor to carry out these requirements shall

constitute a breach of the contract, which may result in the termination of the contract or other such remedy,

as NJ TRANSIT deems appropriate.

Should the actual contract amount increase or decrease, through approved change order(s), the Office of

Business Development (OBD) must be informed. OBD will determine if this will result in an adjustment to

DBE participation to reflect the assigned DBE goal.

The Contractor shall fully comply with the requirements and provisions set forth in the New Jersey Transit

Corporation DBE Requirements for Federal Procurement Activities.

Page 111 of 156 EBS MFC 2/13/2017

12. MEASUREMENT AND PAYMENT

- 12.1 SCOPE OF PAYMENT
- 12.1.1 The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing materials and for performing work under the Contract in a complete and acceptable manner and for risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.
- 12.1.2 If the specifications relating to a unit price in the Proposal require that the said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured or paid for under any other item which may appear elsewhere in the Contract.
- 12.1.3 If the specifications include Work for which no specific method of payment is provided, no separate payment will be made for that Work and the cost thereof shall be considered as included in the prices paid for the various scheduled Contract Items.
- 12.1.4 Except as specifically provided otherwise, no separate payment will be made for any of the requirements of the General and Special Provisions, and the cost thereof shall be considered as included in the various scheduled Contract Items.
- 12.1.5 Notwithstanding any other provision of this Contract, for a period of three years after acceptance, all estimates and payments (including the Final Certificate of Payment and payments made pursuant to the Final Certificate of Payment) shall be subject to correction and adjustment for clerical or other errors in the calculations involved in the determination of quantities and payments. The Contractor and NJ TRANSIT agree to pay to the other any sum due under the provisions of this Article.

12.2 QUANTITIES: MEASUREMENT AND PAYMENT

- 12.2.1 Work completed under the Contract will be measured by the Construction Manager according to United States standard measure. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.
- 12.2.2 Wherever the estimated quantities of work to be done and materials to be furnished under the Contract are shown in the documents including the proposal, they are given for use in comparing Bids and the right is especially reserved, except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by NJ TRANSIT to complete the work contemplated by this Contract, and such increase or diminution shall in no way abrogate this Contract, nor shall such increase or diminution give cause for claims or liability for damages.

- 12.2.3 When the Bidder's Proposal contains itemized quantities which are to be paid on a Unit Price basis, those quantities are designated as the Pay Quantities. When the estimated quantities for a specific portion of the work are designated as the Pay Quantities in the Contract, and if the work is actually performed as specified, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised, or unless errors in the quantities are discovered. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.
- 12.2.4 Wherever the actual quantity of work performed varies more than twenty-five percent (25%) above or below an estimated quantity shown in the Bidder's Proposal, an equitable adjustment to the contract shall be made upon demand of either NJ TRANSIT or the Contractor. The equitable adjustment shall be based upon an increase or decrease in costs due solely to the twenty-five percent (25%) variation above or below the estimated quantity.

12.3 PARTIAL PAYMENTS

12.3.1 Monthly estimates will be made of the approximate quantities of work satisfactorily performed in accordance with the Contract Documents during the preceding month. Partial payments on account of such monthly estimate will be made based on the prices bid or as provided by change order. The Contractor will also be paid under the monthly estimates for materials delivered in accordance with Article 12.4, MATERIALS PAYMENTS and Article 8.2, MEASUREMENT OF PAY LIMITS FOR EXCAVATIONS.

For each lump sum Bid item excluding Performance/Payment Bond, Mobilization and Allowances, the Contractor shall submit for the Construction Manager's review and approval a "Schedule of Values" (a detailed price breakdown of all individual items of work that are contained in said Bid items) within ten (10) calendar days of the Notice to Proceed. The approved Schedule of Values shall be incorporated into each Application for Payment and shall be used by NJ TRANSIT as the basis for partial payment and, if it so elects, as a basis for determining values of work it wishes to modify or delete.

- 12.3.2 No such estimate or payment shall be required to be made, in the judgment of NJ TRANSIT, when the work is not proceeding in accordance with the Contract Documents or following NJ TRANSIT giving the Contractor or surety notice of delay, neglect or default.
- 12.3.3 No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials. NJ TRANSIT upon determining that any payment under a previous monthly estimate was improper or unwarranted for any reason may deduct the amount of such payment from the subsequent monthly estimate and partial payments made to the Contractor.

- 12.3.4 Material and work covered by partial payments made shall thereupon become the sole property of NJ TRANSIT but this provision shall not be construed as relieving the Contractor from the sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work, or as a waiver of the right of NJ TRANSIT to require fulfillment of terms of the Contract.
- 12.3.5 NJ TRANSIT shall deduct from any monthly estimate and payment and the final payment such amounts as are required to be deducted pursuant to provisions of the Contract Documents.
- 12.3.6 In accordance with N.J.S.A. 52:32-40 and 52:32-41, prior to the issuance of a partial payment by NJ TRANSIT to the Contractor, the Contractor shall certify that a Subcontractor or Supplier has been paid any amount due from any previous partial payment and shall be paid any amount due from the current partial payment, or that a valid basis for withholding payment exists and the Contractor has complied with the applicable notice provisions.

12.4 MATERIALS PAYMENTS

- 12.4.1 The monthly estimates and payments made on account thereof will also include, when allowed by the Project Manager, an amount equal to the actual cost of materials furnished but not incorporated into the work, provided, however, that such amount shall not exceed 85 percent of the Contractor's Bid price for the Contract Item into which the material will be incorporated, and the quantity allowed does not exceed the corresponding quantity estimated in the Contract.
- 12.4.2 Before including payments for such materials in an estimate, the Construction Manager must be satisfied that:
 - (a) The materials have been properly stored and protected by the Contractor or have been stored at locations owned or leased by NJ TRANSIT,
 - (b) The materials have been inspected and appear to be acceptable,
 - (c) The Contractor has provided NJ TRANSIT an invoice or bill of sale sufficient to show the price paid for the materials and proof that title, if applicable, has been transferred to NJ TRANSIT,
 - (d) The materials, if stored on property not belonging to NJ TRANSIT, are fenced in with access limited to NJ TRANSIT and the Contractor or their authorized agents and the fenced in materials are clearly identified in large letters as being without encumbrances and for use solely on this Project, and
 - (e) When such materials are stored in a leased area, the lease is made out to the Contractor and provides that it shall be cancelled only with the written permission of NJ TRANSIT.
- 12.4.3 The Contractor assumes full responsibility for the safe storage and protection of the materials and nothing in this Paragraph shall alter the provisions of Article 9.1, INDEMNIFICATION; RISKS ASSUMED BY THE

CONTRACTOR. If materials paid for under this Article are damaged, stolen or prove to be unacceptable, the payment made therefor shall be deducted from subsequent estimates and payment.

- 12.4.4 Payment for materials as provided in this Article shall not be deemed to be an acceptance of such materials, and the Contractor shall be responsible for and must deliver to the site and properly incorporate in the work only those materials that comply with the Contract.
- 12.4.5 No payment for living or perishable plant materials will be made until they are accepted by NJ TRANSIT.
- 12.4.6 The Contractor shall pay all costs of handling and delivering materials to and from the place of storage to the site of the work, as well as storage rental. Taxes levied by any government against the materials shall be borne by the Contractor.

12.5 RETAINAGE

- 12.5.1 In making partial payments for work, there will be retained by NJ TRANSIT five percent of the estimated amount until completion and final acceptance of all work covered by the Contract and issuance of a Final Certificate of Payment.
- 12.5.2 The Contractor shall defend, indemnify and save NJ TRANSIT harmless from claims arising out of the demands of Subcontractors, laborers, workmen, mechanics, Suppliers, and furnishers of machinery and parts thereof, equipment, power tools, and supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at NJ TRANSIT's request, furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged or waived. The retainage specified herein shall not be paid to the Contractor until such obligations have been paid, discharged or waived. Recourse may also be made, if necessary, to the payment bond.

12.6 SUBCONTRACTOR PAYMENTS AND RETAINAGE

- 12.6.1 A Subcontractor shall look only to the Contractor for the payment of any claims of any nature whatsoever arising out of the said subcontract, and said Subcontractor agrees, as a condition of NJ TRANSIT's consent to the making of said subcontract, that it shall make no claim whatsoever against NJ TRANSIT, its officers, agents, servants or employees for any work performed or thing done by reason of said subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and Subcontractor by the subcontract.
- 12.6.2 Prompt Payment: The Contractor agrees to pay each Subcontractor and Supplier under this Contract for satisfactory performance of completed work under its subcontract no later than ten (10) calendar days from the receipt of each payment the Contractor receives from NJ TRANSIT. The Contractor shall ensure that all lower tier Subcontractors and suppliers are paid all invoiced amounts (less retainage) that meet all

applicable requirements within fifteen (15) calendar days from the time the Subcontractor receives payment from the Contractor.

- 12.6.3 In accordance with N.J.S.A. 52:32-40 and 52.32-41, the Contractor shall certify, prior to the issuance of a progress payment by NJ TRANSIT, that all Subcontractors and Suppliers have been paid any amounts due from previous progress payments and shall be paid any amounts due from the current progress payment. Alternatively, the Contractor shall certify that there exists a valid basis under the terms of the Subcontractor's or Supplier's contract to withhold payment from the Subcontractor or Supplier and therefore payment is withheld.
- 12.6.4 If the Contractor withholds payment from the Subcontractor or Supplier, the Contractor shall provide to the Subcontractor or Supplier written notice thereof. The notice shall detail the reason for withholding payment and state the amount of payment withheld. If a Performance/ Payment Bond has been provided under this Contract, the Contractor shall send a copy of the notice to the Surety providing the bond for the Contractor. A copy of the notice shall also be submitted to NJ TRANSIT with the certification that payments are being withheld.
- 12.6.5 Should the Contractor provide notice and proceed to withhold payment from any Subcontractor or Supplier, NJ TRANSIT may elect, at its sole discretion, to help resolve the dispute. NJ TRANSIT's efforts shall be limited to meeting with the Contractor and the Subcontractor or Supplier and reviewing the relevant facts with both parties. NJ TRANSIT will not act as a decider of fact nor will NJ TRANSIT direct a settlement to the dispute. Any NJ TRANSIT effort is solely intended to assist the parties in understanding their respective positions and to encourage a reasonable resolution of the dispute.
- 12.6.6 The Contractor agrees to make retainage payments to each Subcontractor or Supplier within fifteen (15) calendar days after the Subcontractor's or Supplier's work is completed. Only Subcontractors whose work has been 100% completed, including all Punchlist Work and any other Remaining Work, and who have supplied closeout documents shall be eligible for release of retainage. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of NJ TRANSIT.
- 12.6.7 NJ TRANSIT agrees to release an equivalent amount of Contractor retainage provided that a) there are no offsetting claims from NJ TRANSIT (including, but not limited to, liquidated damages), other Subcontractors, Suppliers, materialmen or workers, and b) none of the other reasons to withhold payments specified under Article 12.7 exists. Prior to release of the Contractor's retainage, the Contractor shall provide to NJ TRANSIT executed copies of the following Subcontractor Closeout Documents, as appropriate: Consent of Surety to Final Payment to the Subcontractor, Subcontractor's Certificate of Amounts Due Workers For Wages, a Subcontractor Affidavit of Payment of Debts and Claims, a Subcontractor Affidavit of Release of

Liens and a Certificate of Final Acceptance of Subcontractor Work, all in the form shown in Appendix B to the Contract.

12.6.8 Notwithstanding NJ TRANSIT's release or partial release of retainage, nothing in this Article shall be deemed to constitute NJ TRANSIT's partial or final acceptance of the Work, or any portion thereof, unless either a Certificate of Partial Acceptance or a Certificate of Final Acceptance has been executed by NJ TRANSIT, in the form(s) shown in Appendix B to the Contract.

12.7 PAYMENTS WITHHELD

- 12.7.1 NJ TRANSIT may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of a certificate for payment to such extent as may be necessary to protect NJ TRANSIT from loss on account of:
 - (1) Defective work not remedied;
 - (2) Claims filed, or reasonable evidence indicating probable filing of claims;
 - (3) Failure of the Contractor to make payments promptly to Subcontractors or Suppliers for material or labor;
 - (4) A reasonable doubt that the Contract can be completed for the balance then unpaid;
 - (5) Damage to another contractor;
 - (6) Lack of updated and approved CPM schedule;
 - (7) Submission of incomplete payment invoice;
 - (8) Liquidated damages;
 - (9) Previous overpayments; and
 - (10) Lack of compliance with Contract terms.
- 12.7.2 When the above grounds are removed, certificates of payment will be issued for amounts withheld because of them, less appropriate adjustments.

12.8 FINAL PAYMENT

- 12.8.1 Submissions required from the Contractor as a condition of final payment, include, but are not limited to, the following items:
 - (1) Completed Operations Insurance Certificate,
 - (2) Affidavit of Payment of Debts and Claims,
 - (3) Affidavit of Release of Liens,
 - (4) Consent of Surety to Final Payment,
 - (5) Certificate of amounts due workers for wages on the work pursuant to N.J.S.A. 34:11-56.25 et seq.,

- (6) The one year and special written guarantees for periods of time in excess of the one year general guarantee,
- (7) Operating instructions and maintenance manuals for equipment as required under Article 7.5.3. The maintenance and operating information shall be organized into suitable sets. Where applicable, these include: Operating and emergency instructions, replacement parts listing, maintenance contracts, warranties, guarantees, wiring diagrams, recommended "turn around" cycles, inspection procedures, shop drawings, product data, and similar applicable information for each type of equipment. Each set should be bound in a plastic covered binder. Identification should be printed clearly on both front and spine of each binder, and a complete typewritten index of contents should be provided. These shall be submitted to the Construction Manager for review by the Engineer. Corrections as required shall be made and then five (5) copies submitted in final form to NJ TRANSIT,
- (8) Markup Drawings, as required under Article 6.11,
- (9) Certificate of Final Acceptance,
- (10) Final payment request based on 100 percent completion of the work with all releases, certificates, consents, guarantees, warranties, and other documents, attached as required, including "Consent of Surety", and
- (11) Final Contractor Monthly DBE Payment Report.
- 12.8.2 The Proposed Final Certificate of Payment will show the total amount payable to the Contractor, including therein an itemization of said amount segregated as to Contract Item quantities, Extra Work and other basis for payment, and shall also show therein all deductions made or to be made for prior payments and as required pursuant to the provisions of the Contract Documents. All prior estimates and payments shall be subject to correction in the Proposed Final Certificate of Payment. Within thirty (30) calendar days after said Proposed Final Certificate of Payment has been issued to the Contractor, the Contractor shall submit to the Construction Manager its written approval of said Final Certificate of Payment or a written statement of all outstanding Contractor Initiated Change Order Requests (CICOR's) it has arising under or by virtue of the Contract or any action by any NJ TRANSIT employee, agent or officer in the prosecution of the Contract. CICOR's will not be considered unless the Contractor has strictly complied with the requirements of Article 3.4 CONTRACTOR INITIATED CHANGE ORDERS.
- 12.8.3 On the Contractor's approval, or if it files no statement of outstanding CICOR's within said period of thirty (30) calendar days, the Contracting Officer will issue a Final Certificate of Payment in writing in accordance with the proposed Final Certificate of Payment submitted to the Contractor and within thirty (30) calendar days thereafter, NJ TRANSIT will pay the entire sum due thereunder. Such Final Certificate of Payment and acceptance by the Contractor of the Final Payment based thereon shall operate as a release by the Contractor of the State and NJ TRANSIT, their agents, officers and employees, from all claims and liability of whatsoever nature for anything done or furnished or in any manner growing out of the performance of the Contract.

- 12.8.4 If the Contractor within said period of thirty (30) calendar days files a statement of outstanding CICOR's, the Contracting Officer will issue a Conditional Final Certificate of Payment in accordance with the proposed Final Certificate of Payment. Within thirty (30) calendar days thereafter, NJ TRANSIT will pay the sum due there under, provided the Contractor has in good faith provided the detailed CICOR cost information required by Article 3.4. The Contractor may request up to an additional thirty (30) calendar days within which to provide the required information.
- 12.8.5 Failure to submit such detailed cost information as to any CICOR within the sixty (60) calendar days provided from the date of the issuance of the proposed Final Certificate of Payment shall operate as a waiver of those CICOR's as to which such information is not provided and a release by the Contractor in favor of the State and NJ TRANSIT as to such CICOR. NJ TRANSIT will then issue a Conditional Final Payment based on the Conditional Final Certificate. Acceptance by the Contractor of this Conditional Final Payment shall constitute a release by the Contractor of the State and NJ TRANSIT, their agents, officers and employees, from all claims and liability of whatsoever nature for anything done or furnished or in any manner growing out of the performance of the Contract except those CICOR's filed in response to the proposed Final Certificate and not waived as herein provided for failure to provide information and details.
- 12.8.6 The Contracting Officer's decision on outstanding CICOR's will be rendered in accordance with Article 1.15-DISPUTES.
- 12.8.7 Upon final resolution of the outstanding CICOR's, the Contracting Officer shall then make and issue a Final Certificate of Payment, and within thirty (30) calendar days thereafter, NJ TRANSIT will pay the entire sum, if any, found due thereon. Such Final Payment, if it resolves any of the CICOR's reserved under the Conditional Final Payment, will operate as a release in favor of the State, and NJ TRANSIT, their agents, officers and employees as to such claims.
- 12.8.8 No payment, however, final or otherwise, shall operate to release the Contractor or its Sureties from any obligations under this Contract or the Performance and Payment Bond.

12.9 SETTING OFF TAX ARREARS AGAINST SUMS OWED

Whenever any taxpayer under contract to provide goods or services to the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, or under contract for construction projects of the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, is entitled to payment for the goods or services or on that construction project and at the same time the taxpayer is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The Director, in consultation with the Director of the Division of Budget and Accounting in the Department of the Treasury, shall establish procedures and methods to effect a set-off. The Director shall give notice of the set-off to the taxpayer, the provider of goods or services or the

Contractor or Subcontractor of construction projects and provide an opportunity for a hearing within thirty (30) calendar days of such notice under the procedures for protests established under N.J.S.A.54:49-18, but no request for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. No payment shall be made to the taxpayer, the provider of goods or services or the Contractor or Subcontractor of construction projects pending resolution of the indebtedness. Interest that may be payable by the State pursuant to N.J.S.A.52:32-32 et seq., to the taxpayer, the provider of goods and services or the Contractor or Subcontractor of construction projects shall be stayed.

13. ACCEPTANCE AND COMPLETION

13.1 PARTIAL ACCEPTANCE

If at any time during the prosecution of the Project the Contractor completes a unit or portion of the Project, such as a structure or a section of right-of-way, it may request that NJ TRANSIT make a final inspection of that unit. NJ TRANSIT reserves the right to reject the request made by the Contractor if NJ TRANSIT, in its sole discretion, determines that the unit or portion of the project should not be the subject of a Partial Acceptance.

If NJ TRANSIT determines that Partial Acceptance of the unit or portion of the Project is appropriate and finds upon inspection that the unit or portion is satisfactorily completed in compliance with the Contract, the Project Manager may accept that unit as being completed and the Contractor may be relieved of the responsibility of doing further work on or maintaining that unit or portion of the Project.

Such Partial Acceptance shall in no way void or alter the terms of the Contract, including Articles 9.1-INDEMNIFICATION; RISKS ASSUMED BY THE CONTRACTOR and 9.2- INSURANCE, nor shall it be construed as relieving the Contractor of full responsibility for making good defective work or materials found at any time before Final Acceptance pursuant to Article 13.3- COMPLETION AND FINAL ACCEPTANCE OF THE WORK.

13.2 SUBSTANTIAL COMPLETION

The Work shall be deemed substantially complete when, in the opinion of the Project Manager (whose judgment shall be conclusive), so much thereof has been completed in accordance with the terms of the Contract Documents that NJ TRANSIT may occupy the site of the work and use the work and the facilities resulting therefrom for the purposes for which they are intended. Unless the Project Manager determines that temporary pavement is sufficient, substantial completion will not be deemed to have occurred prior to the backfilling and restoration of street surfaces (if any) and the restoration of other surfaces, subsurfaces and overhead structures. Upon such substantial completion the Project Manager shall issue a Certificate of Substantial Completion. The issuance of this Certificate shall not relieve the Contractor from its obligation hereunder to finally complete all of the work of the Contract.

- The work remaining to be completed after substantial completion in order for the Contractor to fulfill its obligations to fully complete the Work in accordance with the Contract shall be known as the "Remaining Work". The Remaining Work shall generally be limited to minor defects or omissions (also known as "Punch List Work"). However, NJ TRANSIT may include as part of Remaining Work, work which would ordinarily be required for substantial completion. Such other Remaining Work includes, but is not limited to, work not done because of seasonal factors or work which cannot be done until third persons perform other work which is not the Contractor's responsibility under the Contract. Nothing herein, however, shall diminish the right of NJ TRANSIT to determine what is necessary for substantial completion in accordance with Subarticle 13.2.1 above.
- 13.2.3 NJ TRANSIT shall advise the Contractor of the time required to complete Punch List Work and the time required to complete all other Remaining Work. Failure to complete in a timely manner all Remaining Work, other than Punch List Work, will result in the Contractor being liable for liquidated damages as set forth in Article 2.1, TIME OF COMPLETION DELAY LIQUIDATED DAMAGES. As an additional remedy for such failure, and not in lieu of liquidated damages, NJ TRANSIT may complete the Remaining Work including Punch List Work, either by its own forces or by other contractors. The Contractor shall be entitled to payment according to the Contract Price upon such completion, subject however to NJ TRANSIT's right to reimbursement for its costs of completion. NJ TRANSIT may deduct such costs from any payment or payments due to the Contractor, and if such costs exceed the amount due the Contractor, the Contractor shall promptly pay such excess to NJ TRANSIT. NJ TRANSIT's entitlement to such reimbursement shall in no respect relieve the Contractor of its obligation to timely complete the Remaining Work.
- 13.2.4 Before final inspection, completion and acceptance of the Project, borrow and local material sources and areas occupied by the Contractor in connection with the work shall be cleaned of rubbish, excess materials, temporary structures and equipment, and the work shall be left in an acceptable condition. The final inspection and acceptance will not be made by NJ TRANSIT until the Project has been completed, including all work identified as "Remaining Work" (Punch List Work).

13.3 COMPLETION AND FINAL ACCEPTANCE OF THE WORK

13.3.1 When the Contractor believes that the Project has been fully completed, the Contractor shall provide written notification to the Construction Manager that the Project is ready for final inspection by NJ TRANSIT.

If the Project Manager finds the Work to be in compliance with the Contract, it will notify the Contracting Officer establishing completion as of the date of notification from the Contractor. If the Contracting Officer concurs, the Contractor will be issued a Certificate of Final Acceptance.

If the Project Manager's inspection discloses that the Work is not in conformance with the Contract, the Construction Manager will advise the Contractor as to the particular defects to be remedied. Upon correction of the defects, the Contractor shall provide written notification to the Construction Manager and

another inspection shall be made. This procedure shall be repeated until the Project Manager finds the work to be in compliance with the Contract.

Payments made to the Contractor before the final acceptance do not commit NJ TRANSIT to acceptance of the Project.

13.3.2 NJ TRANSIT shall not be precluded or estopped, by any measurement, estimate or certificate made either before or after the completion and final acceptance of the Project and payment therefor if such measurement, estimate or certificate is found to be in error or untrue, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is incorrectly made or untrue, or that the work or materials do not conform in fact to the requirements of the Contract. NJ TRANSIT shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, and payment made in accordance therewith, from recovering from the Contractor and its Surety such damages as it may sustain by reason of the Contractor's failure to comply or to have complied with the terms of the Contract.

13.3.3 The Contractor, without prejudice to the terms of the Contract, shall be liable to NJ TRANSIT at any time both before and after acceptance for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards NJ TRANSIT's rights under any warranty or guarantee.

14. FEDERAL PROVISIONS

14.1 EMPLOYEE PROTECTIONS-CONSTRUCTION ACTIVITIES

The Contractor agrees to comply, and assures the compliance by each Subcontractor at any tier, with the following employee protection requirements for construction employees:

- 1. Davis-Bacon Act, as amended, 49 <u>U.S.C.</u> § 5333(a), the Davis-Bacon Act, 40 <u>U.S.C.</u> §§ 276a-276a(7), and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction", 29 C.F.R. Part 5, and 29 C.F.R. Parts 1 & 3.
- 2. Contract Work Hours and Safety Standards Act, as amended, in particular with the requirements of section 102 of the Act, 40 <u>U.S.C.</u> §§ 327-332; and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction", 29 C.F.R. Part 5; and with section 107 of the Act, 40 <u>U.S.C.</u> S 333, and U.S. DOL regulations, "Safety and Health Regulations for Construction", 29 C.F.R. Part 1926;
- Copeland "Anti-Kickback" Act, as amended, 18 <u>U.S.C.</u> § 874 and 40 <u>U.S.C.</u> S 276c, and U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States", 29 C.F.R. Part 3.

14.1.1 MINIMUM WAGES

The Contractor shall comply with the following labor provisions. Should wage rates determined in accordance with the following conflict with those determined in accordance with Article 11.1, New Jersey Prevailing Wage Act, the greater of the two rates apply.

All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the Construction or Development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 C.F.R. Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. Part 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs that cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided at 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed 29 C.F.R. Part 5.5(a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) 1. The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (b) The classification is utilized in the area by the construction industry; and
- (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- 2. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) calendar days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.
- In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) calendar days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- 4. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 C.F.R. Part 5.5 shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as a hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable

standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

14.1.2 WITHHOLDING

FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the Construction or Development of the Project), all or part of the wages required by the contract, FTA may, after written notice to the Contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

14.1.3 PAYROLLS AND BASIC RECORDS

Payrolls and basic records relating thereto shall be maintained by the Contractor during the course (a) of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the Construction or Development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. Part 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

1. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the FTA if the agency is a party to the contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. Part 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the FTA if the agency is a party to the contract, but if the agency is not such a party, the Contractor shall submit them to NJ TRANSIT for transmission to the FTA, the Contractor, or the Wage and Hour Division of the United States Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of 29 C.F.R. Part 5.5(a)(3) for a contractor to require a Subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(b)

- 2. Each payroll submitted shall be accompanied by "Statement of Compliance", signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
 - (a) That the payroll for the payroll period contains the information required to be provided under 29 C.F.R. Part 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 C.F.R. Part 5.5 (a)(3)(i) and that such information is correct and complete;
 - (b) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth at 29 C.F.R. Part 3;
 - (c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- The weekly submission of a properly executed certification set forth on the reverse side of optional form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 C.F.R. Part 5.5(a)(3)(ii)(B).
- 4. The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under 18 <u>U.S.C.</u> 1001 and 31 <u>U.S.C.</u> 231.
- (c) The Contractor or Subcontractor shall make the records required under 29 C.F.R. Part 5.5(a)(3)(i) available for inspection, copying, or transcription by authorized representatives of FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or make them available, FTA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or make such records available may be grounds for debarment action pursuant to 29 C.F.R. Part 5.12.

14.1.4 APPRENTICES AND TRAINEES

(a) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) calendar days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe

benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State apprenticeship agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (b) Trainees - Except as provided in 29 C.F.R. Part 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (c) <u>Equal Employment Opportunity</u> The utilization of apprentices, trainees, and journeymen under 29 C.F.R. Part 5 shall be in conformity with the Equal Employment Opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.

14.1.5 COMPLIANCE WITH COPELAND ACT REQUIREMENTS

The Contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated herein by reference.

14.1.6 CONTRACT TERMINATION: DEBARMENT

A breach of the Contract clauses in 29 C.F.R. Part 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a Subcontractor as provided in 29 C.F.R. Part 5.12.

14.1.7 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS

All rulings and interpretations of the Davis-Bacon and related acts contained in 29 C.F.R. Parts 1, 3, and 5 are incorporated herein by reference.

14.1.8 DISPUTES CONCERNING LABOR STANDARDS

Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and NJ TRANSIT, the U.S. Department of Labor, or the employees or their representatives.

14.1.9 CERTIFICATION OF ELIGIBILITY

- (a) By entering into this Contract, the Contractor certifies that neither it (nor he nor she) nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. Part 5.12(a)(1).
- (b) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. Part 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

14.1.10 OVERTIME REQUIREMENTS

No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

14.1.11 VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES

In the event of any violation of the requirements of 29 C.F.R. Part 5.5(b)(1), the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 C.F.R. Part 5.5(b)(1) in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by 29 C.F.R. Part 5.5(b)(1).

14.1.12 WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES

FTA or NJ TRANSIT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth at 29 C.F.R. Part 5.5(b)(2).

14.1.13 SUBCONTRACTS

The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this Article 14.1 and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in this Article 14.1.

14.2 CLEAN WATER AND CLEAN AIR ACTS

- 14.2.1 The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 <u>U.S.C.</u> § 1251 <u>et seq.</u>;
 - (a) With the notification of violating facilities provisions of Executive Order No. 11738; "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans", 42 <u>U.S.C.</u> S 7606 note. The Contractor agrees to report each violation to NJ TRANSIT and understands and agrees that NJ TRANSIT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - (b) With the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300h et seq.
- 14.2.2 The Contractor agrees to comply with all applicable regulations, standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 <u>U.S.C.</u> § 7401 <u>et seq.</u> The Contractor agrees to report each violation to NJ TRANSIT and understands and agrees that NJ TRANSIT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

14.2.3 The Contractor agrees to include both the Clean Water and Clean Air requirements in each subcontract exceeding \$100,000. The \$100,000 limit includes indefinite quantities where the amount is expected to exceed this limit in any year.

14.3 BUY AMERICA

Pursuant to 49 <u>U.S.C.</u> 5323(j) (P.L. 106-274), and the regulation found at 49 C.F.R. Part 661, the Contractor agrees that all iron, steel and manufactured products purchased or used as a result of this Contract shall be of domestic manufacture or origin unless a waiver of these provisions is granted by the U.S. Secretary of Transportation.

There are four exceptions to this requirement:

- (a) That its application would be inconsistent with the public interest.
- (b) That such materials or products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
- (c) With respect to rolling stock only, but including train control, communications, traction power equipment, 40 percent may be non-domestic manufacture, but final assembly of such products must take place in the United States.
- (d) That inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

14.4 FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 <u>U.S.C.</u> 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14.5 CARGO PREFERENCE - USE OF U.S. FLAG VESSELS

The Contractor agrees to utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to 46 C.F.R. Part 381.7(b), to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

The Contractor further agrees to furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the Paragraph above to NJ TRANSIT (through the prime Contractor in the case of Subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590, marked with appropriate identification of the Project pursuant to 46 C.F.R. Part 381.7(b).

The Contractor further agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

14.6 ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency contained in applicable State of New Jersey energy conservation plans issued in compliance with the Energy Policy and Conservation Act (42 <u>U.S.C.</u> 6321 <u>et seq.</u>).

14.7 CONTRACT WORK HOURS AND SAFETY STANDARDS

Each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours. Work in excess of a work day or work week is permissible provided that the worker is compensated at a rate of not less than one and one half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours of any calendar day or forty (40) hours in the work week. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his/her health and safety. The foregoing provisions are to be in compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 <u>U.S.C.</u> 327-330) as supplemented by Department of Labor Regulations (29 C.F.R. Part 5).

14.8 CIVIL RIGHTS

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest and its Subcontractors at every tier (hereinafter referred to as the "Contractor") agrees as follows:

(a) Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

(b) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 <u>U.S.C.</u> § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 <u>U.S.C.</u> § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 <u>U.S.C.</u> § 12132, Federal transit law at 49 <u>U.S.C.</u> § 5332, and <u>N.J.S.A.</u> 10:3-1, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(c) Equal Employment Opportunity

The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Religion, National Origin, Sex In accordance with Title VI of the Civil Rights (1) Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, sexual orientation, gender identity or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) <u>Age</u>

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 <u>U.S.C.</u> § § 623, Federal transit law at 49 <u>U.S.C.</u> § 5332, and <u>N.J.S.A.</u> 10:3-1, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 <u>U.S.C.</u> § 12112, the Contractor agrees that it will comply with the requirements of U.S.

Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with N.J.S.A. 10:5-29.1 and any implementing requirements FTA may issue.

(d) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(e) <u>Information and Reports</u>

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or NJ TRANSIT or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instruction. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to NJ TRANSIT, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(f) Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, NJ TRANSIT shall impose such contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:

- (1) Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or
- (2) Cancellation, termination or suspension of the Contract, in whole or in part.

14.9 PATENT RIGHTS

If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under this Contract, which invention, improvement or discovery may be patentable under the laws of the United States of America or any foreign country, the Contractor shall immediately notify NJ TRANSIT and provide a detailed report for transmission to FTA.

The rights and responsibilities of NJ TRANSIT, the Contractor and FTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies and any waiver thereof.

14.10 RCRA REQUIREMENTS: BUILDING INSULATION PRODUCTS AND FLY ASH IN CONCRETE

The <u>Contractor</u> agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 <u>U.S.C.</u> 6962), including but not limited to the regulatory

provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

14.10.1 Building Insulation Products

NJ TRANSIT has adopted minimum recovered material content standards for the following types of insulating material:

Material Type	Percent By Weight
Celluose Loose Fill and Spray-On	75 percent post-consumer recovered paper
Perlite Composite Board	23 percent post-consumer recovered paper
Plastic Rigid Foam,	
Polyisocyanurate/Polyurethane	
Rigid Foam:	9 percent recovered material
Foam-in-place:	5 percent recovered material
Glass Fiber Reinforced:	6 percent recovered material
Phenolic Rigid Foam	5 percent recovered material
Rock Wool	50 percent recovered material

Note: The minimum content standards are based on the weight of material (not volume) in the insulating core.

The Contractor agrees to certify, prior to delivery, that building insulation products listed above which are to be supplied under the Contract shall meet or exceed the applicable minimum content standard.

Where NJ TRANSIT has specified building insulation products for which no minimum content standard has been established, the Contractor agrees to certify, prior to delivery, the minimum percentage of recovered materials that such products shall contain.

Also, the Contractor agrees to provide, at the time of installation, an estimate of the actual total percentage of recovered material contained in the building insulation product and an estimate of the product's cost.

The Contractor shall also obtain from the original manufacturer documentation that verifies the recovered material content of the building insulation products supplied. Such documentation should include manufacturer records identifying batch numbers and total percentage and type of recovered materials contained in the product. If specific batch data is unavailable, the average of recovered materials used by the manufacturer in a specific insulation product over a one-month period may be used.

The requirement to supply building insulation products containing recovered materials to the maximum extent practicable is subject to the following limitations:

(1) Unsatisfactory level of competition;

(2) Unavailability within a reasonable period of time;

(3) Inability to meet the performance standards in the applicable specifications;

(4) Unavailability at a reasonable price.

Should the Contractor claim that one or more of the four limitations identified above applies to any building insulation products to be delivered or installed under this Contract, the Contractor shall so notify the Construction Manager in writing.

NJ TRANSIT reserves the right to reject any claims where the Contractor has failed to provide adequate evidence that one or more of the four limitations applies.

Failure to deliver or install building insulation products in accordance with these requirements shall be considered a material breach of the Contract.

14.10.2 Fly Ash In Concrete

Portland cement, Type II, which has been pre-blended with a maximum of 15 percent fly ash, by weight, and conforming to ASTM C 595 may be used. When blended portland cement is used, no additional fly ash shall be added.

Fly ash for portland cement concrete shall conform to ASTM C 618, Class C or Class F except that the loss on ignition shall be not more than 3 percent. When Class C fly ash is used, the magnesium oxide shall not exceed 2.5 percent. Before each source of fly ash is approved, certified results of test conducted by a testing agency shall be submitted to and verified by the Department. Accompanying the certification shall be a statement from the supplier listing the source and type of coal, the methods used to burn, collect, and store the fly ash, and the quality control measures employed.

Conformance to the requirements for loss on ignition and fineness shall be determined by the supplier for each truck load of fly ash delivered to the mixing site. The test values determined shall be included on the delivery ticket. The Engineer may require that the fly ash not be used until the Department has performed tests for loss on ignition and fineness.

Fly ash for other uses shall conform to ASTM C 593 except that the loss on ignition shall be not more than 10 percent and the combined content of silica and aluminum oxide shall be a minimum of 50 percent.

14.11 FEDERAL EEO PROVISIONS FOR CONSTRUCTION CONTRACTS

The Contractor, in addition to complying with Article 11.2, shall comply with the following Federal EEO Provisions for Construction Contracts:

14.11.1 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- a.) In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin pursuant to Executive Order 11246, as amended. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c.) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- d.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Orders 11478, 11375, 12086, 13665, 13672 and of the rules, regulations and relevant orders of the Secretary of Labor.
- f.) The Contractor will furnish all information and reports required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records and accounts by the Federal Transit Administration (FTA) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- g.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions as may be imposed and remedies invoked as provided in the said Executive Order or its amendments, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- h.) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended,, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by FTA, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 14.11.2 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
 - a.) The Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
 - b.) The goals and timetables for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION (Timetable Until Further Notice)

County	Goal Percent
Atlantic	18.2
Bergen	22.6
Burlington	17.3
Camden	17.3
Cape May	14.5
Cumberland	16.0
Essex	17.3
Gloucester	17.3
Hudson	12.8
Hunterdon	17.0
Mercer	16.4
Middlesex	5.8
Monmouth	9.5
Morris	17.3
Ocean	17.0
Passaic	12.9
Salem	12.3
Somerset	17.3
Sussex	17.0
Union	17.3
Warren	1.6

GOALS FOR FEMALE PARTICIPATION (Timetable Until Further Notice)

County	Goal Percent	
All	6.9	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 C.F.R. Part 60-4.1, et seq., shall be based on its implementation of the Equal Employment Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 C.F.R. Part 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the Contractor shall make a good faith effort to employ minorities and women on each of its projects. The transfer of minority or female employees or

trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 C.F.R. Part 60-4, et seq. Compliance with the goals will be measured against the total work hours performed.

- c.) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d.) As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the State of New Jersey.
- 14.11.3 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246, as amended)
 - 1. As used in these specifications and defined by 41 C.F.R. Part 60-4.3:
 - "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - (b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - (c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (d) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 C.F.R. Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (o) of this Article. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, as amended, or the regulations promulgated pursuant thereto.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - (d) Provide immediate written notification to the Director and the Contract Compliance Officer of NJ TRANSIT when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or a woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7(b) above.

- (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting his EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. Part 60-3.1 <u>et seq.</u>

- (I) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- (n) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractors' associations and other business associations.
- (o) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 (a) through (o)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) through (o) of this Article, provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate goal for women have been established. The Contractor, however is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Employment Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under this Article, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these General Provisions, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this Article, the Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority, shall proceed in accordance with 41 C.F.R. Part 60-4.8. In connection with the foregoing, NJ TRANSIT or its Contract Compliance Officer may utilize any remedies that may be available.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions herein as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

14.12 LIMITATIONS ON LOBBYING

The Contractor and its Subcontractors shall comply with 31 <u>U.S.C.</u> 1352, entitled "Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions".

- No appropriated funds may be expended by the recipient of a Federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- 2.) Any Contractor and any Subcontractor at any tier who requests or receives a Federally-assisted contract or subcontract in excess of \$100,000 from NJ TRANSIT shall file with NJ TRANSIT the certification attached to this Contract and entitled "Certification for Contracts, Grants, Loans and Cooperative Agreements", that the Contractor or Subcontractor, as applicable, has not made, and will not make, any payment prohibited by Paragraph 1 of this Section.
- 3.) Any Contractor and any Subcontractor who has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action) which would be prohibited under Paragraph 1 of this Section if paid for with appropriated funds, shall file with NJ TRANSIT a disclosure form, which may be obtained from the Contracting Officer, entitled "Disclosure of Lobbying Activities".
- 4.) Any certification or disclosure form filed under Paragraphs 2 and 3 of this Section shall be forwarded from tier to tier until received by NJ TRANSIT. Any certification or disclosure form shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded.
- 5.) The prohibition on the use of appropriated funds does not apply in the case of a payment of reasonable compensation to an officer or employee of the Contractor or Subcontractor if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
- 6.) The prohibition on the use of appropriated funds does not apply in the case of any reasonable payment to an officer or employee of a Contractor or Subcontractor or to a person, other than an officer or employee of a Contractor or Subcontractor, if the payment is for professional or technical

services rendered directly in the preparation, submission or negotiation of any Bid, proposal or application for a Federal contract, grant, loan or cooperative agreement.

14.13 SEISMIC SAFETY

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in USDOT Seismic Safety Regulations, 49 C.F.R. Part 41, and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issues on the project.

14.14 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Except where otherwise required by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 <u>U.S.C.</u> § 5323(h)(3) by refraining from using exclusionary or discriminatory specifications in the performance of the Work.

14.15 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to the Contractor in connection with the performance of the Project. Notwithstanding any concurrence provided by the Federal Government in the approval of the Contract, the Federal Government continues to have no obligations or liabilities to the Contractor.

14.16 FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

- 14.16.1 The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 <u>U.S.C.</u> §§ 3801 <u>et seq.</u> and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.
- 14.16.2 The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 <u>U.S.C.</u> § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 <u>U.S.C.</u> § 1001 and 49 <u>U.S.C.</u> § 5307(n)(1), to the extent the Federal Government deems appropriate.

14.17 VETERAN'S EMPLOYMENT

The Contractor and Subcontractors under this Federally-funded Contract shall ensure that they give a hiring preference, to the extent practicable, to veterans (as defined in 5 <u>U.S.C.</u> § 2108) who have the requisite skills and abilities to perform the construction work required under the Contract. This Sub-article shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

14.18 FEDERAL AID, LAWS AND REGULATIONS

This Contract is funded in whole or in part by the United States Government and is subject to all Federal laws and regulations governing Federally-financed projects.

(a) Changes to Federal Requirements

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NJ TRANSIT and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement unless the FTA determines otherwise.

(b) Incorporation of FTA Terms

These General Provisions include, in part, certain standard terms and conditions required by USDOT, whether or not expressly set forth in this Agreement. All Contractual provisions required by USDOT, as set forth in FTA circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NJ TRANSIT requests which would cause NJ TRANSIT to be in violation of the FTA Master Agreement between NJ TRANSIT and the FTA.

APPENDIX A

SUBCONTRACTOR EVALUATION DATA FORM

(PROJECT)	
(SUBCONTRACTOR)	_
(DATE)	

SUBCONTRACTOR EVALUATION DATA FORM

1.	Proposed Project:	
2.	Proposed work or trade: Division Nos.:	
3.	Approximate Contract Amount:	
4.	Company Name: Partnership Individual Joint Venture	
5.	Principal Office Location:	
	Phone: Person in Charge:	
6.	Name and Title of Principals:	
7.	Branch Office Locations:	
	Phone:	
	Phone:	
8.	Office which would be directly responsible for work at this project.	
9.	Subcontractor Information Data Form as required by Federal Regulation, submitted herewith.	
10.	Contractor has confirmed that the listed Subcontractor is not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wage and Hour Compliance, Prevailing Wage Debarment List or on the Department of Treasury, Consolidated Debarment Report and Contractor has also confirmed that the listed Subcontractor is currently registered and active with no exclusion on the consolidated U.S. Government, System for Award Management (SAM) database.	
11.	Number of years organization has been under present name:	
12.	List all other names under which the company has done business and for how many years.	
13.	State Licensed or Certified to do business in:	
14.	Certificate of registration pursuant to P.L.1999, c.238, "THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT": (Copy attached) Yes: No:	
15.	Business Registration Certificate (P.L. 2004, c.57): (Copy attached) Yes: No:	

Address:	Phone	٥٠	Attn:
	Phone Work:	. ــــــــــــــــــــــــــــــــــــ	Au
Name:	Phone	value: 9:	Attn:
Address:	Work:	Value	
Name:	Phone	e:	Attn:
Address:	Phone Work: Phone Work		_ Value:
Do you qualify as a [BE/SBE/ESBE on this proj	ect:	
Surety company that	normally handles bonding:		
Company Na	ne:	No. of	Years:
Agent:		Phone	:
Address:			
Project references: (List four projects where you	performed similar work t	to this project):
<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>CONTACT</u>
			·
Are you listed in Dunn	& Bradstreet:	What City?	
List all projects that yo	ou are participating in litigati	ion against the owner:	
. , ,			
Annual Billings:			
Annual Billings:	es that it is aware of the tern		
Annual Billings:	es that it is aware of the tern		
Annual Billings: The undersigned certifice requirements of the P	es that it is aware of the tern rime Contract.	ns, conditions, specificati	

NJ TRANSIT

SUBCONTRACTOR INFORMATION

DATA FORM

PURPOSE:

Federal Regulations require that NJ TRANSIT obtain information on an ongoing basis from all companies seeking to do business with NJ TRANSIT as prime contractors or subcontractors. As part of the subcontractor evaluation process, prime contractors shall provide the required information for all subcontractors performing work under the contract.

Information may be completed on-line by visiting the following website: http://www.tcgionline.com/nitransitbidresponse.asp

Prime contractors will need to create a company profile and password by clicking on the "Add or Update Bidder Profile" link.

Once the company profile and password are created, prime contractors may add Bid and subcontractor information by clicking on appropriate links.

Include the printed form with the Subcontractor Evaluation Data Form.*

Completion and submission of this form will:

- 1. Place the firm in NJ TRANSIT'S database for use in developing Bidder's lists;
- 2. Assist NJ TRANSIT in establishing appropriate small and disadvantaged business enterprise goals; and,
- 3. Alert NJ TRANSIT of any changes in the goods and services provided.

Important Notice about DBE/SBE/ESBE Certification:

Submission of this form does not certify a firm as a Disadvantaged Business Enterprise with either NJ TRANSIT or the State of New Jersey. Contact NJ TRANSIT'S Office of Business of Diversity (973) 491-8060 for clarification of this form and for information regarding certification. For questions regarding the Bid package, contact the contract specialist.

NEW JERSEY TRANSIT CORPORATION SUBCONTRACTOR INFORMATION DATA FORM

(MANDATORY FORM TO BE FILLED OUT ENTIRELY)

JT Contract No:	Project Name: _	
rime Contractor Name:		
ddress:		
Complete th	e information below for AL	L SUBCONTRACTORS
		SUBCONTRACTOR
Company's Full Name		
Address		
City		
Zip		
County		
Phone		
Fax		
E-mail		
Owner		
Date Established		
Date Certified		
Ethnicity		
Gender		
Certification Status: Non S SBE I, SBE II, SBE III, SBI indicate all that apply)	-	
Federal Tax ID # / SSN #		
Annual Gross Receipts:	A – Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M	

*indicate the letter that applies

Primary Industry Operation Code:

APPENDIX B- CLOSEOUT FORMS

Affidavit of Payment of Debts and Claims

Affidavit of Release of Liens

Consent of Surety to Final Payment

Certificate of amounts due workers for wages on the work pursuant

to N.J.S.A. 34:11-56.25 et seq.

Certificate of Substantial Completion

Certificate of Partial Acceptance

Certificate of Final Acceptance

Proposed Final Certificate of Payment

Final Certificate of Payment

Subcontractor Affidavit of Payment of Debts and Claims

Subcontractor Affidavit of Release of Liens

Consent of Surety to Final Payment to the Subcontractor

Subcontractor's Certificate of amounts due workers for wages on the work pursuant

to N.J.S.A. 34:11-56.25 et seq.

Certificate of Final Acceptance of Subcontractor's Work

AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO	New Jersey Transit Corporation One Penn Plaza East	CONTRACT NO.:	
Newark, New Jersey 07105-2246 PROJECT:		CONTRACTOR:	
PRO	OJEC1:	CONTRACT DATE:	
STA	ATE OF:		
CO	UNTY OF:		
here for a inde with	e undersigned, pursuant to Sub-article 12.8.1 beby certifies that, except as listed below he hall all materials and equipment furnished, for all bebtedness and claims against the CONTRAC on the performance of the Contract referent RPORATION or its property might in any way	as paid in full or has otherwise sat work, labor, and services performe TOR for damages arising in any mo ced above for which the NEW .	isfied all obligations d, and for all known anner in connection
	CEPTIONS: (If none, write "NONE". The was a second of the way of t		satisfactory to the
SIG	NED,	Subscribed and sworn to be	fore me this
	NTRACTOR	day of	
		Notary Public of	
		•	20
Ву:		My commission expires	, 20
Title	e:	(SEAL)	

AFFIDAVIT OF RELEASE OF LIENS

TO: New Jersey Transit Corpor	ration CONTRACT NO.:	
One Penn Plaza East Newark, New Jersey 0710	05-2246	
PROJECT:	CONTRACTOR:	
PROJECT:	CONTRACT DATE:	
STATE OF:		
COUNTY OF:		
hereby certifies that to the best of are no liens filed against any CONTRACTOR, or any subcontr	b-article 12.8.1 of the Contract's General Provisor his knowledge, information and belief, except a property of the NEW JERSEY TRANSIT COntractors, suppliers of materials and equipment, of performance of the Contract referenced above.	as listed below, there RPORATION by the
EXCEPTIONS: (If none, write 'NEW JERSEY TRANSIT CORPO	"NONE". The CONTRACTOR shall furnish bor DRATION for each exception.)	าd satisfactory to the
SIGNED,	Subscribed and sworn to b	efore me this
CONTRACTOR	day of	, 20
	Notary Public of	
Dv.	My commission expires	, 20
By:		
Title:	 (SEAL	_)

CONSENT OF SURETY TO FINAL PAYMENT

Bond No.	7071117111112111
TO: New Jersey Transit Corporation One Penn Plaza East	CONTRACT NO.:
Newark, New Jersey 07105-2246	CONTRACTOR:
PROJECT:	CONTRACT DATE:
In accordance with the General Provisions for C the NEW JERSEY TRANSIT CORPORATION at	construction, Sub-article 12.8.1 of the Contract between and the CONTRACTOR as indicated above, the
,	, SURETY COMPANY
on bond of	
,	CONTRACTOR
hereby approves to the final payment to the CONTRACTOR shall not relieve the SURETY C	CONTRACTOR, and agrees that final payment to the OMPANY of any of its obligations to
NEW JERSEY TRANSIT CORPORATION One Penn Plaza East Newark, New Jersey 07105-2246	, OWNER
as set forth in said Surety Company's bond.	
IN WITNESS WHEREOF, the SURETY CO. of, 20	MPANY has hereunto set its hand this day
	Surety Company
Attest:	Signature of Authorized Representative
(Seal):	
	Title

CERTIFICATE OF AMOUNTS DUE WORKERS FOR WAGES

TO: New Jersey Transit Corporation One Penn Plaza East	CONTRACT NO.:	CONTRACT NO.:		
Newark, New Jersey 07105-2246	CONTRACTOR:			
PROJECT:	CONTRACT DATE:			
Provisions for Construction, hereby certife earned on the work to all laborers, mechangeneral employed by him or by any subcost further certified that all laborers, mechangeneral have been paid wages at rates oursuant to N.J.S.A. 34:11-56.25 et seq., apprentice, trainee, watchman, guard, and the Contract or training program provising	ant to Sub-articles 11.1.6 and 12.8.1 of the Cofies that, except as listed below he has paid anics, apprentices, trainees, watchmen, guards ontractor performing work under the Contract ornics, apprentices, trainees, watchmen, guards not less than those required by the Contract and that the work performed by each such label worker in general conformed to the classifications applicable to the wage rate paid.	in full all wages, and workers in the Project. It, and workers in the provisions and porer, mechanic, cations set forth		
RICHED	Subscribed and awarn to before	ma thia		
SIGNED, CONTRACTOR	Subscribed and sworn to beforeday of			
SONTRACTOR	uay or	, 20		
	Notary Public of			
	My commission expires	, 20		
	(SEAL)			
By:				
Title:				
Date:				

CERTIFICATE OF SUBSTANTIAL COMPLETION

то:	New Jersey Transit Corporation One Penn Plaza East	CONTRACT NO.:
Newark, New Jersey 07105-2246 PROJECT:		CONTRACTOR:
		CONTRACT DATE:
The on subs	, 20 at the above capt stantially completed his base contract and all	certifies that a field inspection performed ioned Project revealed that the CONTRACTOR has authorized additional work for the following items of
	All Contract Bid Items	
	Bid Item(s) No.	
	Other	
acco		e enumerated have been satisfactorily completed in lat as of the aforementioned date the NEW JERSEY ecupancy of the subject work.
	Remaining Work to be completed in order to by listed in the Punch List Work attached here	o achieve one hundred percent (100%) completion is eto.
SIG	NED,	ACCEPTED,
	NJ TRANSIT	CONTRACTOR
Ву:		Ву:
Title	9:	Title:
Dat	e:	Date:

CERTIFICATE OF PARTIAL ACCEPTANCE

TO: New Jersey Transit Corporation One Penn Plaza East	CONTRACT NO.:
Newark, New Jersey 07105-2246	CONTRACTOR:
PROJECT:	CONTRACT DATE:
on, 20 at the CONTRACTOR has completed one hund	reby certifies that a field inspection performed above captioned Project revealed that the dred percent (100%) of the work described below additional work for the following items of work:
Bid Item(s) No.	
Other	
completed in accordance with the Contract	work above enumerated have been satisfactorily Documents, and that as of the aforementioned date TION may take beneficial occupancy of the subject sion Sub-Article 13.1.
SIGNED,	ACCEPTED,
NJ TRANSIT	CONTRACTOR
Ву:	Ву:
Title:	Title:
Nate:	Date:

CERTIFICATE OF FINAL ACCEPTANCE

TO: New Jersey Transit Corporation One Penn Plaza East	CONTRACT NO.: CONTRACTOR:		
Newark, New Jersey 07105-2246			
PROJECT:	CONTRACT DATE:		
Construction, the undersigned CONTRACTOR he	1 13.3.1 of the Contract's General Provisions for ereby notifies that as of, onal work has been 100% completed, including but not		
limited to the Remaining Work (Punch List Wor Completion.	rk) listed on the attached Certificate(s) of Substantial		
	SIGNED,		
	CONTRACTOR		
	Ву:		
	Title:		
The undersigned Project Manager hereby certifie 20 a final field inspection was performed on the found to be 100% complete in accordance with the	he Project and all base and authorized additional work		
In testimony thereof, this Certificate of Final Acce, 20	ptance is signed on this day of		
SIGNED,	CONCURRENCE,		
Project Manager	Contracting Officer		

PROPOSED FINAL CERTIFICATE OF PAYMENT

TO: New Jersey Transit Corporation One Penn Plaza East Newark, New Jersey 07105-2246 PROJECT:		CONTRACT NO.:		
		CONTRACTOR:		
		CONTRACT DATE:		
The undersigned Project Manager,	considering th	at		
	,	CONTRACTOR		
all authorized additional work, and Sub-article 12.8.1 of the Contract's Payment in the amount of	fulfilled all his General Prov	one hundred percent (100%) of the base contract and contractual obligations including those enumerated in visions for Construction, hereby proposes that a Final be issued to said alance of his work under this Contract.		
Original Contract Value: Total Contract Changes Value	\$			
Changed Contract Value:	\$			
Less: Payments to Date: Balance Due Contractor: Less: Deductions:	\$	(1)		
Total Final Payment Amount:	<u>\$</u>			
(1) Deductions Explanations:				
		ocludes all direct and indirect costs attributable to this ek further compensation for any other costs related to		
SIGNED,		ACCEPTED CONTRACTOR,		
Title:		Title:		
Date:		Date:		

FINAL CERTIFICATE OF PAYMENT (Attach to Final Payment Request)

TO: New Jersey Transit Corpora One Penn Plaza East Newark, New Jersey 07105		CONTRACT NO.:	
PROJECT:		CONTRACTO	
		CONTRACT DATE:	
The undersigned Contracting Office	er, considering t	that	
	,	CONTRACTOR	
on the above referenced Contract I all authorized additional work, and Sub-article 12.8.1 of the Contract's Payment in the amount ofCONTRACTOR in compensation for	nas completed of fulfilled all his of General Provi	one hundred percer contractual obligation sions for Construct	ons including those enumerated in tion, hereby proposes that a Final be issued to said
Original Contract Value: Total Contract Changes Value Changed Contract Value: Less: Payments to Date: Balance Due Contractor: Less: Deductions:	\$ \$ \$. (1)
Total Final Payment Amount:	<u>\$</u>		i.
(1) Deductions Explanations:			
It is further understood that this Fit Contract, and that the CONTRACT this Contract.			
SIGNED,		ACCEPTED C	CONTRACTOR,
Title:		Title:	
Date:		Date:	

SUBCONTRACTOR AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO: New Jersey Transit Corporation One Penn Plaza East	CONTRACT NO.:	CONTRACT NO.: CONTRACTOR:			
Newark, New Jersey 07105-2246	CONTRACTOR:				
PROJECT:	SUBCONTRACTOR:				
	CONTRACT DATE:				
STATE OF:					
COUNTY OF:					
The undersigned, pursuant to Sub-article of hereby certifies that, except as listed below for all materials and equipment furnished for indebtedness and claims against the SU connection with the performance of the TRANSIT CORPORATION or its property of the substitution of the transition of transition of transition of the transition of transitio	r, he has paid in full or has otherwise son or all work, labor, and services perform JBCONTRACTOR for damages arisin Contract referenced above for which	atisfied all obligations ed, and for all known ig in any manner in			
EXCEPTIONS: (If none, write "NONE". NEW JERSEY TRANSIT CORPORATION		nd satisfactory to the			
SIGNED,	Subscribed and sworn to b	Subscribed and sworn to before me this			
SUBCONTRACTOR	day of	, 20			
	Notary Public of				
Pur:	My commission expires	, 20			
By: Title:		.)			
SIGNED,	Subscribed and sworn to b	Subscribed and sworn to before me this			
CONTRACTOR	day of	, 20			
	Notary Public of				
Ву:	My commission expires	, 20			
Title:	(SEAL	(SEAL)			

SUBCONTRACTOR AFFIDAVIT OF RELEASE OF LIENS

TO:	New Jersey Transit Corporation	CONTRACT NO.:			
One Penn Plaza East Newark, New Jersey 07105-2246		CONTRACTOR:			
PROJECT:		SUBCONTRACTOR:			
		CONTRACT DATE:			
STA	ATE OF:				
CO	UNTY OF:				
here are COI	undersigned, pursuant to Sub-article 12.6.7 or eby certifies that to the best of his knowledge, no liens filed against any property or C RPORATION by the SUBCONTRACTOR, or its rork, labor or services arising from the performa	information and belief, except as Contract funds of the NEW of suppliers of materials and equip	listed below, there IERSEY TRANSIT ment, or performers		
	CEPTIONS: (If none, write "NONE". The CON JERSEY TRANSIT CORPORATION for each		satisfactory to the		
SIG	NED,	Subscribed and sworn to before me this			
SUBCONTRACTOR		day of	, 20		
		Notary Public of			
		My commission expires	, 20		
Ву:		(SEAL)			
Title	o:				
SIG	NED,	Subscribed and sworn to before me this			
COI	NTRACTOR	day of	, 20		
		Notary Public of			
		My commission expires	, 20		
Ву:		(SEAL)			
Title	o:				

CONSENT OF SURETY PAYMENT TO THE SUBCONTRACTOR

Bond No.	
TO: New Jersey Transit Corporation One Penn Plaza East	CONTRACT NO.:
Newark, New Jersey 07105-2246	CONTRACTOR:
PROJECT:	SUBCONTRACTOR:
	CONTRACT DATE:
In accordance with the General Provisions for Contine NEW JERSEY TRANSIT CORPORATION and	struction, Sub-article 12.6.7, of the Contract between the CONTRACTOR as indicated above, the
, S	URETY COMPANY
on bond of	
, C	CONTRACTOR
hereby consents to the final payment to the SUBC SUBCONTRACTOR shall not relieve the SURETY	CONTRACTOR, and agrees that final payment to the COMPANY of any of its obligations to
NEW JERSEY TRANSIT CORPORATION One Penn Plaza East Newark, New Jersey 07105-2246 , O	OWNER
as set forth in said Surety Company's bond.	
IN WITNESS WHEREOF, the SURETY COMP of, 20	PANY has hereunto set its hand this day
	Surety Company
Attest:	
(Seal):	Signature of Authorized Representative
(Sour).	Title

SUBCONTRACTOR'S CERTIFICATE OF AMOUNTS DUE WORKERS FOR WAGES

TO: New Jersey Transit Corporation One Penn Plaza East	CONTRACT NO.:				
Newark, New Jersey 07105-2246	CONTRACTOR:				
PROJECT:	SUBCONTRACTOR:				
	CONTRACT DATE:				
The undersigned SUBCONTRACTOR, pursua General Provisions for Construction, hereby cell wages earned on the work to all laborers, med workers in general employed by him. It is funderalnees, watchmen, guards, and workers in generalized by the Contract provisions and pursual performed by each such laborer, mechanic, general conformed to the classifications set applicable to the wage rate paid.	rtifies that, except as listed below, in chanics, apprentices, trainees, wat ther certified that all laborers, med meral have been paid wages at rate ant to <u>N.J.S.A.</u> 34:11-56.25 <u>et</u> seq apprentice, trainee, watchman, gu	the has paid in full all tehmen, guards, and thanics, apprentices, s not less than those and that the work uard, and worker in			
EXCEPTIONS: (If none, write "NONE"; for ecomplete and detailed explanation.)	each exception, the SUBCONTRA	CTOR shall provide			
SIGNED,	Subscribed and sworn to be	efore me this			
SUBCONTRACTOR	day of	, 20			
	Notary Public of				
Ву:	My commission expires	, 20			
Title:	(SEAL))			
Date:					
SIGNED,	Subscribed and sworn to be	efore me this			
CONTRACTOR	day of	, 20			
	Notary Public of				
Ву:	My commission expires	, 20			
Title:	(SEAL))			
Date:					

CERTIFICATE OF FINAL ACCEPTANCE OF SUBCONTRACTOR'S WORK

TO: New Jersey Transit Corporation One Penn Plaza East Newark, New Jersey 07105-2246	CONTRACT NO.: CONTRACTOR:			
PROJECT:	SUBCONTRACTOR:			
	CONTRACT DATE:			
undersigned SUBCONTRACTOR hereby notif 20 its Subcontract work and all authorized	he Contract's General Provisions for Construction, the fies the NJ TRANSIT Corporation that as of, additional work has been 100% completed, including but t Work) listed on the attached Certificate(s) of Substantial			
SIGNED,	SIGNED,			
SUBCONTRACTOR	CONTRACTOR			
	By:			
By:	T-11			
Title:				
authorized additional work found to be 100% of	tifies that on, on the Subcontractor's work and all Subcontract work and complete in accordance with the Contract Documents. ontractor's work is signed on this day of			
, 20	· · · · · · · · · · · · · · · · · · ·			
SIGNED,	CONCURRENCE,			
Project Manager	Contracting Officer			

APPENDIX C CONTRACT EXECUTION FORM

CONTRACT NO.

This Agreement made this	day of _		2	0, between
the New Jersey Transit Corporati	ion, hereinafter	referred t	o as NJ	TRANSIT, and
hereinafter referre	ed to as the Contr	actor.		
	WITNESSETH:	•		
Whereas, the said Contractor	; for and in con	sideration o	of the payr	nents hereinafter
specified and agreed to be made by N	IJ TRANSIT, here	eby covenar	nts and agre	es to furnish and
deliver all materials and to do and		-	_	
	•		•	from the issuance
of the official notice to proceed, in st	rict and entire co	ontormity w	ith the spe	cifications for the
project, which said specifications are a	as follows and are	e hereby ma	ade a part o	of this Contract as
fully and with the same effect as if th	e same had bee	n set forth	at length in	the body of this
Contract:				
Bidders Proposal Performance / Payment Non-Collusion Affidavit New Jersey Prevailing W Federal Prevailing Wage Prevailing Wage Affidav Contractor's Certification Affidavit of Compliance Ownership Disclosure Disclosure of Investment Federal EEO Provisions State EEO Provisions for Certification for Contract Cooperative Agreement Buy America Certificate DBE Provisions General Provisions Special Provisions Technical Provisions Addendum:	Wage Determination e Determination vit not Eligibility at Activities in Iran or Construction Corts, Grants, Loans tts	n Contracts ontracts		

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

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 \$. 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. **NEW JERSEY TRANSIT CORPORATION** ATTEST: Contracting Officer ATTEST: CONTRACTOR By: Name: Name: Title: Title: The above Contract has been reviewed and approved as to form only. **CHRISTOPHER S. PORRINO** ATTORNEY GENERAL OF NEW JERSEY

It is also agreed and understood that the acceptance by the Contractor of the final

Deputy Attorney General

APPENDIX D

GOVERNING RULES FOR WORKING WITHIN THE RAILROAD RIGHT OF WAY

A. GENERAL REQUIREMENTS FOR WORKING WITHIN NJ TRANSIT'S RIGHT OF WAY

Contractors shall cooperate at all times with officials of NJ TRANSIT and use all reasonable care and diligence in their work to avoid accidents, damage or unnecessary delay to, or interference with, passenger trains and other property of NJ TRANSIT. Contractors are to be advised that a pre-construction meeting will be required prior to any work commencing on NJ TRANSIT property (within the Right-of-Way). In advance of any work on the property, a two-hour "NJTRO Contractor Safety Program" is to be administered by the New Jersey Transit Rail Operations ("NJTRO") Safety Department for the sponsor agency resident Engineer and Contractor's Safety Coordinator and Crane Groundmen. The Contractor's Construction Superintendent should contact the Safety Department at (973) 522-3719 to arrange for the scheduling of this program.

Contractors are to be advised that all construction operations within and over the limits of NJ TRANSIT's Right-of-Way shall be accomplished by methods which will in no way cause damage to the tracks, facilities, aerial or underground lines, embankments or drainage systems. It shall be the Contractor's responsibility to provide for protection of the tracks and embankments as shown on approved plans or as field approved in a safe and satisfactory manner, to install and maintain such shoring, sheeting and bracing as may be required, and to remove and dispose of such protective facilities upon completion of the work. Blasting will not be permitted on or along the right-of-way without prior written approval of NJ TRANSIT. All damage to NJ TRANSIT property caused by the Contractor's operations shall be repaired by the Contractor, or at his cost by NJ TRANSIT at the discretion of NJTRO. Work shall not continue until such damage is repaired and the railroad is back in service.

Whenever, in the judgment of NJTRO, work within or above the railroad's right-of-way may affect or involve the safe movement of its trains, the time and method of doing such work shall first be submitted in writing and approved by NJTRO. This approval shall not be considered as releasing the Contractor from responsibility or liability for any damage which NJTRO may suffer, or for which it may be held liable, by the action or omissions of the Contractor or those of his Sub-Contractors, or his or their employees.

Contractors shall provide written notice not less than ten (10) calendar days in advance of any work to be performed within or above the right-of-way, or other work which may affect railroad safety to: Director of Right-of-Way Engineering, NJ TRANSIT Rail Operations, One Penn Plaza East, Newark, NJ 07105.

NJTRO will require protective personnel to be on duty to protect its operations when the Contractor is working within the property right-of-way. Flag protection will be required when the Contractor is on, above or below, or immediately adjacent to NJTRO property or having the capability of obstructing an adjacent track. The specific responsibilities of the NJTRO Flagman are to provide enforcement of NJTRO Safety and Operating rules and other items as provided in these General Requirements as discussed in the "Contractor Safety Program", and is <u>not</u> provided for Engineering related matters.

Where such work is in proximity (20 feet or less) or has the potential to come in contact with overhead electrical wires or facilities, before any work proceeds, an on-site safety meeting <u>must</u> be conducted to determine the identity of such wires or facilities and appropriate steps to be taken. If owned by NJTRO, a qualified Class A employee(s) will be assigned who will take the necessary precautions in accordance with the NJTRO-3 Electrical Operating Instructions. All cranes and hoisting equipment used in this application must be properly grounded in accordance with NJTRO Specification MW-252.

When Crane Operators' visibility is impaired during any hoisting operation; Spotters or qualified Groundmen shall be utilized to guide the Operator. Universal hand signals shall be utilized and their meaning clearly understood between Operator and Spotter. When visual contact between the Operator and Spotter is impaired, two-way radio contact must be utilized.

If a temporary crossing of railroad tracks is necessary, Contractors shall apply to NJ TRANSIT in writing for such a crossing, and, if required, NJTRO shall execute its regular form of private grade crossing agreement covering the crossing desired and providing for the Contractor to pay all construction, maintenance, removal, protection, and other costs and affording contractual liability insurance in the amounts required.

The minimum hours per day for employees engaged in flagging or protection purposes will be eight (8) hours, plus appropriate travel time. For all time over eight (8) hours, the overtime rate will be charged. Personnel used in flagging service will be paid deadhead (traveling) time to and from headquarters each day, plus transportation from headquarters to the site of the work if required [in accordance with the current collective bargaining agreement]. It will be the responsibility of the Contractor to provide transportation for the Flagmen from and to the nearest NJTRO train station, as necessary.

NJTRO will assign Inspectors and /or Engineers during the time the Contractor is engaged in construction work on railroad property to provide general coordination of construction operations, to insure adherence to plans and specifications, and to insure the use of approved construction methods. It is to be understood that the providing of Inspectors, Engineers, Operators, Conductors, Flagmen or other forces, and the taking of any other precautions deemed necessary by NJTRO shall not relieve the Contractor

or his Sub-Contractor from liability for payment of damages caused by their respective operations.

All of NJTRO's costs shall be at the prevailing rates of pay in accordance with railroad accounts, and shall include overtime burden, [if overtime pay is warranted], and Workmen's Compensation Insurance, Public Liability Insurance, Property Damage Insurance, Railroad Unemployment Insurance, Railroad Retirement, Excise Tax, Vacation allowance, and other standard and legal costs, including overhead for supervision and accounting. In general, a recommendation is made that final payment to Contractors, not be made until NJTRO has been reimbursed in full for all of the costs.

Typically, use of NJ TRANSIT property will be restricted as follows, unless specifically authorized by the on-site NJTRO qualified employee (Flagman):

- (a) All workers must maintain a distance of no less than eighteen (18) feet from the track.
- (b) Any tools and equipment being utilized must not extend closer than eighteen (18) feet from the track.
- (c) When a train is approaching, all workers must cease work, stand clear of the track, and face the approaching train.
- (d) No worker is permitted to cross the railroad tracks at any area other than designated grade crossings.
- (e) No tools or working materials are permitted to be left along the NJTRO right-of-way.
- (f) In no event shall equipment or material be transported across a track or tracks without special permission and appropriate flagging protection.
- (g) All personnel, equipment and materials to be used during the construction shall be kept at all times at least fifteen (15) feet from all electrical, signal and communication systems unless protected by an Electrical, Signal or Communication's Department representative. The Contractor is responsible for damage to NJTRO property and any utilities located thereon, whether above or below ground.
- (h) All personnel, equipment and materials to be used during the construction in electrified territory shall also be kept at all times at least fifteen (15) feet from overhead trolley, messenger, static and transmission lines unless clearance and protection is provided by a qualified Electric Traction Department Class A High Tension Lineman.

- (i) All lifting operations shall be reviewed in meeting a standard requirement for a positive block to be installed on the hoisting equipment. This positive block is required to avoid contact with facilities or interfere with safe train operations.
- (j) When construction activity involves any type of hoisting procedure adjacent to aerial lines, the Contractor shall furnish NJTRO with sufficient florescent orange rubber goods, as determined by NJTRO, to be installed as an aid for equipment Operators and Groundmen in visually locating the aerial lines, and as additional protection against damage.

ENGINEERING DATA REQUIRED FOR ERECTION, DEMOLITION OR OTHER HOISTING OPERATIONS PROPOSED

- 1. A detailed plan must be submitted and approved by NJTRO, showing locations of cranes or hoisting devices (both horizontally and vertically), operating radii, positive stops and delivery or disposal locations. The location of all tracks and other railroad facilities should also be clearly shown on the submission (with distance and dimension information).
- 2. Crane rating sheets are to be provided showing cranes to be adequate for 150% of the lift. Crane and boom nomenclature is to be indicated.
- 3. Plans and computations are to be included with the submission showing weight of pick, safety factors and what work is being performed over NJTRO. Plans must also show a positive stop attachment and general plans of the existing and proposed facilities, showing complete and sufficient details with supporting data for the demolition or erection of the structure.
- 4. A location plan showing all physical limitations, restrictions or obstructions such as wires, poles, adjacent structures, etc., showing that the proposed swings are possible. In the event of any hoisting operation proposed to be adjacent to aerial lines, the Contractor shall furnish NJTRO with sufficient florescent orange rubber goods, as determined by NJTRO, to be installed as an aid in visually locating the aerial lines and as additional protection.
- 5. A data sheet shall be prepared listing the type, size and arrangements of slings, shackles, or other connecting equipment. Include copies of a catalog or information sheets of specialized equipment being used.
- 6. A complete lifting procedure is to be included, indicating the order of lifts and any repositioning of crane or cranes including reattachment of positive stop.
- 7. Temporary support of any components or intermediate stages is to be shown.
- 8. A time schedule of various stages must be provided as well as a schedule for the entire lifting procedure.

- 9. All bridge erection or demolition procedures submitted will be signed and sealed by a registered professional Engineer licensed in the State of New Jersey.
- 10. At least six (6) copies of the plan should be sent to Director of Right-of-Way Engineering, One Penn Plaza East, Newark, NJ 07105.
- 11. The Contractor is to be advised that they can expect a minimum thirty (30) day review period for this and any other shop drawing submissions.

MINIMUM STANDARDS FOR GEO-TECHNICAL INVESTIGATIONS ALONG THE RIGHT-OF-WAY

Subsurface investigations made on or adjacent to the right-of-way should meet the minimum recommended practices as provided in Chapter 1, Volume 1, of the current American Railway Engineering association Manual for Railway Engineering. Additionally, the following requirements must be met:

- Borings shall be advanced using casing or mud rotary techniques. Use of hollow stem augers below the water table is prohibited.
- All borings shall be tremie grouted with non-shrink cement grout from the bottom to the top of the bore hole at completion. Subsequent minor surface settlement shall be back-filled with tamped earth, asphalt or finished concrete, as appropriate.
- No observation or monitoring wells shall be installed on railroad property without the prior express authorization of the Environmental Services Unit.
- No sampling of any kind shall be done on railroad property without the prior express authorization of the Environmental Services Unit.
- No work shall be done that interferes with operation and/or maintenance of the railroad unless specifically approved in the Temporary Access Permit.
- The crossing of tracks or use of tracks for or by personnel, equipment of material shall only be done under the protection of a qualified NJTRO representative.
- The presence of buried railroad or foreign utilities may or may not be known and any damage resulting from the investigation will be repaired as required, and all charges resulting from such damage shall be paid promptly by the Permittee in accordance with the terms of the Temporary Access Permit.
- In advance of the authorized investigation, the locations of proposed pits, boring location, or monitoring well location shall be marked out in the field to

review the site for possible location of buried utilities or conflict with operating systems.

A reproducible location plan of proposed boring layout, test pits' locations, or monitoring well locations will be submitted with the technical specification for the work for review and approvals prior to start of work. Detail of the plan shall be sufficient to permit review and comment by the Engineering and Environmental Services Departments. These plans and specifications shall be accompanied by a brief narrative of how the work will be carried out.

The location plan should provide from a licensed Land Surveyor the proposed State plane coordinates and approximate ground surface elevations of the work, and reference centerline alignment and profile of near tracks, support poles and guy anchors, existing foundations and overhead or undergrade wire, conduit, pipelines or structures. NJ TRANSIT uses State coordinate systems for horizontal control as appropriate and vertical datum based on Mean Sea Level equal to 0.0 feet in plan and nearest 0.1 feet in elevation.

Property information should be coordinated with the applicable Right-of-Way and Track Maps or Valuation Sheets. Copies of these maps can be obtained from the NJTRO Real Estate Department. These maps should be used to locate the work with respect to railroad stationing, structure number and mile post.

A draft summary Engineering Report shall be prepared signed and sealed by the licensed professional Engineer in charge of the work. Upon review and comment by NJTRO, three copies of the final report shall be submitted for record.

ADDITIONAL REQUIREMENTS FOR PIPELINE OCCUPANCIES

The Contractor shall be responsible for compliance with all provisions of NJTRO Specification EP-2 and shall comply with all reasonable requests from NJTRO.

The Contractor shall be responsible to furnish all labor, materials and equipment necessary to install the casing and carrier pipes as referred to in the executed Occupancy Agreement and as shown on the approved contract documents. The Contractor shall be responsible for notification to the appropriate utility companies for surface markout and NJTRO shall be responsible for markout of its own facilities potentially affected by the installation.

If the jacking pit/boring equipment is constructed such that verbal communications are limited, universal hand signals shall be utilized and their meaning clearly understood between all employees. When visual contact between key operators and support Groundmen cannot be adequately maintained, two-way radio contact must be utilized.

The Contractor must provide material certifications for all material to be installed and must prepare and submit for review (allowing 30 calendar days) detailed drawings and supporting calculations (all signed and sealed by a licensed professional Engineer) showing the proposed methods of crossing; including jacking pit details, shoring, bracing, dewatering methods, pushing backstops, receiving pits, grade and alignment controls, catalog cuts on jacking equipment, and narrative methods for installing casing and carrier pipe. The Contractors must be prepared to work continuously and complete the jacking operation below the tracks once the live load influence line has been entered by the auger/casing.

The use of water or other liquids to facilitate conventional casing emplacement and soil removal is prohibited. If during installation, an obstruction is encountered which prevents installation of the pipe in accordance with the approved plans,, the pipe shall be abandoned in place and immediately filled with grout. A revised installation plan must be submitted for approval.

When water is known or expected to be encountered, a designed dewatering system with pumps of sufficient capacity shall be utilized to handle the flow in such a fashion which does not allow groundwater to affect the installation. When dewatering, close observation shall be maintained to detect any settlement or displacement of the embankments, tracks and facilities.

As part of the jacking operation, the Contractor shall be responsible for the completion of Survey Control Monitoring to verify track movement prior to, during, and at a point after completion. The survey monitoring procedure and location layout can be site-specific modified, but, must generally follow those as shown on the attached. The survey monitoring procedure must be completed and signed by a Licensed Land Surveyor.

NJ TRANSIT SURVEY MONITORING PROCEDURES FOR PIPELINE OCCUPANCIES

<u>ACTIVITY</u>	LOCATION OF SETTLEMENT POINTS	FREQUENCY
Prior to installation and disturbance of the property.	The top of each rail at the centerline of crossing, 5', 10' and 25' on each side of the crossing or as directed by the Manager of Right-of-Way Engineering or his designee. When temporary track supports have been installed, only the running rails shall be monitored.	Take three (3) sets of reading with at least one (1) train passing the area between readings for a base level measurement. All readings to be measured to the nearest 0.001 ft.
Installation of the casing, grouting operation, and, or during dewatering operation.	All points noted above and as required by NJTRO on the Contractors approved dewatering plans.	Immediately prior to start and trains continuously during jacking, and week all dewatering activities for the first activities for the first seven (7) calendar days and then twice weekly.
At completion of jacking, as, necessary,	All points noted above.	After one (1) train, after five (5) after one (1) day, after one (1) after one (1) month or as directed by the Manager, Right-of-Way Engineering or his designee

Should the total changes in rail elevations for any pair of adjacent points exceed the established base elevations by 0.02 ft., the Surveyor shall immediately notify the Manager, Right-of-Way, Engineering or his designee. All readings shall be transmitted directly to the NJ TRANSIT Resident Engineer within twenty-four (24) hours of taking the measurement. Elevations shall be referenced to a U.S.G.S. benchmark and survey runs shall be reported with the proper closure errors. Readings and elevations shall be certified by a licensed Land Surveyor. Copies of the field data shall be maintained on- site by the Permittee's Engineer. Review of the survey data by NJ TRANSIT will be made at the end of the first month following the jacking operation to determine the need for additional elevation measurements.

TRACK SURVEY MONITORING POINTS (TYPICAL FOR ALL TRACKS)

25' A	10' C	5' E	CENTERLINE OF CROSSING G	5' I	10' K	25' M
RAIL						
RAIL						
В	D	F	н	J	L	N

NOTE: All field markouts shall be accomplished using a paint or keel marker, chisel cuts are prohibited on the rail.

B. <u>SPECIFICATIONS REGARDING SAFETY AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY WHEN WORKING WITHIN THE NATIONAL RAILROAD PASSENGER CORPORATION (RAILROAD) RIGHT OF WAY</u>

In the following Specifications "Chief Engineer" shall, mean Railroad's Vice President, Chief Engineer, "Railroad" shall mean the National Railroad Passenger Corporation, 'and/or his/her duly authorized representative.

- (1) <u>Pre-Entry Meeting</u>: Before entry of Permittee and/or Contractors onto Railroad's property, a pre-entry meeting shall be held at which time Permittee and/or Contractors shall submit for written approval of the Chief Engineer, plans, computations and a detailed description of proposed methods for accomplishing the work, including methods for protecting Railroad's traffic. Any such written approval shall not relieve Permittee and/or Contractor of their complete responsibility for the adequacy and safety of their operations.
- (2) Rules, Regulations and Requirements: Railroad traffic shall be maintained at all times with safety and continuity, and Permittee and/or Contractors shall conduct their operations in compliance with all rules, regulations, and requirements of Railroad (including these Specifications) with respect to any work performed on, over, under, within or adjacent to Railroad's property. Permittee and/or Contractors shall be responsible for acquainting themselves with such rules, regulations and requirements. Any violation of Railroad's safety rules, regulations, or requirements shall be grounds for the immediate suspension of the Permittee and/or Contractor work, and the retraining of all personnel, at the Permittee's expense.
- (3) <u>Maintenance of Safe Conditions</u>: If tracks or other property of Railroad are endangered during the work, Permittee and/or Contractor shall immediately take such steps as may be directed by Railroad to restore safe conditions, and upon failure of Permittee and/or Contractor to immediately carry out such direction, Railroad may take whatever steps are reasonably necessary to restore safe conditions. All costs and expenses of restoring safe conditions, and of repairing any damage to Railroad's trains, tracks, right-of-way or other property caused by the operations of Permittee and/or Contractors, shall be paid by Permittee.
- (4) <u>Protection in General</u>: Permittee and/or Contractors shall consult with the Chief Engineer to determine the type and extent of protection required to insure safety and continuity of railroad traffic. Any Inspectors, Track Foremen, Track Watchmen, Flagmen, Signalmen, Electric Traction Linemen, or other employees deemed necessary by Railroad, at its sole discretion, for protective services shall be obtained from Railroad by Permittee and/or Contractors. The cost of same shall be paid directly to Railroad by Permittee. The provision of such employees by Railroad, and any other precautionary measures taken by Railroad, shall not relieve Permittee and/or Contractors from their complete responsibility for the adequacy and safety of their operations.

- (5) Protection for Work Near Electrified Track or Wire: Whenever work is performed in the vicinity of electrified tracks and/or high voltage wires, particular care must be exercised, and Railroad's requirements regarding clearance to be maintained between equipment and tracks and/or energized wires, and otherwise regarding work in the vicinity of electrified tracks, must be strictly observed. No employees or equipment will be permitted to work near overhead wires, except when protected by a Class A employee of Railroad. Permittee and/or Contractors must supply an adequate length of grounding cable (4/0 copper with approved clamps) for each piece of equipment working near or adjacent to any overhead wire.
- (6) Fouling of Track or Wire: No work will be permitted within twenty-five (25) feet of the centerline of track or the energized wire or have potential of getting within twenty-five (25) feet of track wire without the approval of the Chief Engineer's representative. Permittee and/or Contractors shall conduct their work so that no part of any equipment or material shall foul an active track or overhead wire without the written permission of the Chief Engineer's representative. When Permittee and/or Contractors desire to foul an active track, they must provide the Chief Engineer's representative with their site-specific work plan a minimum of twenty-eight (28) calendar days in advance, so that, if approved, arrangements may be made for proper protection of Railroad. Any equipment shall be considered to be fouling a track or overhead wire when located (a) within fifteen (15) feet from the centerline of the track or within fifteen (15) feet from the wire, or (b) in such a position that failure of same, with or without a load, would bring it within fifteen (15) feet from the centerline of the track or within fifteen (15) feet from the wire and requires the presence of the proper Railroad protection personnel.

If acceptable to the Chief Engineer's representative, a safety barrier (approved temporary fence or barricade) may be installed at fifteen (15) feet from centerline of track or overhead wire to afford the Permittee and/or Contractor with a work area that is not considered fouling. Nevertheless, protection personnel may be required at the discretion of the Chief Engineer's representative.

- (7) <u>Track Outages</u>: Permittee and/or Contractors shall verify the time and schedule of track outages from Railroad before scheduling any of their work on, over, under, within, or adjacent to Railroad's right-of-way. Railroad does not guarantee the availability of any track outage at any particular time. Permittee and/or Contractors shall schedule all work to be performed in such a manner as not to interfere with Railroad operations. Permittee and/or Contractors shall use all necessary care and precaution to avoid accidents, delay or interference with Railroad's trains or other property.
- (8) <u>Demolition:</u> During any demolition, the Contractor must provide horizontal and vertical shields, designed by a Professional Engineer registered in the state in which the work takes place. These shields shall be designed in accordance with the Railroad's specifications and approved by the Railroad, so as to prevent any debris from falling onto the Railroad's right-of-way or other property. A grounded temporary vertical protective barrier must be provided if an existing vertical protective barrier is 'removed during demolition. In addition, if any openings are left in an existing bride deck, a protective fence must be erected at both ends of the bridge to prohibit unauthorized persons from entering onto the bridge.

- (9) <u>Equipment Condition</u>: All equipment to be used in the vicinity of operating tracks shall be in "certified" first-class condition so as to prevent failures that might cause delay to trains or damage to Railroad's property. No equipment shall be placed or put into operation near or adjacent to operating tracks without first obtaining permission from the Chief Engineer's representative. Under no circumstances shall any equipment or materials be placed or stored within twenty-five (25) feet from the centerline of an outside track, except as approved by the Site Specific Safety Work Plan. To insure compliance with this requirement, Permittee and/or Contractors must establish a twenty-five (25) foot foul line prior to the start of work by either driving stakes, taping off or erecting a temporary fence, or providing an alternate method as approved by the Chief Engineer's representative. Permittee and/or Contractors will be issued warning stickers which must be placed in the operating cabs of all equipment as a constant reminder of the twenty-five (25) foot clearance envelope.
- (10) **Storage of Materials and Equipment**: No material or equipment shall be stored on Railroad's property without first having obtained permission from the Chief Engineer. Any such storage will be on the condition that Railroad will not be liable for loss of or damage to such materials or equipment from any cause.
- (11) <u>Condition of Railroad's Property:</u> Permittee and/or Contractors shall keep Railroad's property clear of all refuse and debris from its operations. Upon completion of the work, Permittee and/or Contractors shall remove from Railroad's property all machinery, equipment, surplus materials, falsework, rubbish, temporary structures, and other property of the Permittee and/or Contractors and shall leave Railroad's property in a condition satisfactory to the Chief Engineer.
- (12) <u>Safety Training</u>: All individuals, including representatives and employees of the Permittee and/or Contractors, before entering onto Railroad's property or coming within twenty-five (25) feet of the centerline of the track or energized wire shall first attend Railroad's Safety Contractor/Leasee Employee Training Class. The Safety Orientation Class will be provided by Railroad's Safety Representative at Permittee's expense. A photo I.D. will be issued and must be worn/displayed while on Railroad property. All costs of complying with Railroad's safety training shall be at the sole expense of Permittee. Permittee and/or Contractors shall appoint a qualified person as their Safety Representative. He/she shall continuously assure that all individuals comply with Railroad's safety requirements. All safety training records shall be maintained with site specific work plan.
- (13) <u>No Charges to Railroad</u>: It is expressly understood that neither these Specifications, nor any document to which they are attached, include any work for which Railroad is to be billed by Permittee and/or Contractors, unless Railroad gives a written request that such work be performed at Railroad's expense.

C. <u>SPECIFIC REQUIREMENTS OF CONSOLIDATED RAIL CORPORATION</u> ("CONRAIL") FOR WORK ON ITS RIGHT OF WAY

SCOPE

It must be clearly understood that CONRAIL owns and uses its right of way for the primary purpose of operating a railroad. All work shall therefore be done in a manner such that the rail operations and facilities are not interfered with, interrupted or endangered. In addition, any facilities that are a result of the proposed work shall be located to minimize encumbrance to the right of way so that CONRAIL will have unrestricted use of its property for current and future operations.

The sponsor of the project shall be ultimately responsible for assuring that its agents, consultants, contractors and sub-contractors fully comply with the specifications contained herein. The term 'sponsor' used throughout these specifications shall mean the sponsor, its employees, its agents, consultants, contractors, sub-contractors, etc. The following terms and conditions shall apply to any project which requires performance of work on the right of way or other property of CONRAIL.

RIGHT OF ENTRY ON CONRAIL PROPERTY

No entry upon CONRAIL property shall be permitted without the proper authorization by CONRAIL to the sponsor in the form of an agreement or a proper permit-to-enter prepared by CONRAIL. The applicant shall pay the associated fees and execute the permit-to-enter prior to entering CONRAIL property. The location and design of that portion of the access route to the project site that is on CONRAIL property shall be shown clearly on any plans for the project and approved by CONRAIL.

It is to be clearly understood that the issuance of a permit-to-enter does not constitute authority to proceed with any construction work. Construction cannot begin until a formal agreement between CONRAIL and the sponsor is executed, and the sponsor receives permission from CONRAIL's representative to proceed with the work.

INSURANCE

In addition to any other forms of insurance or bonds required under the terms of any contract or specifications and except to the extent that any of the requirements of this section are expressly waived or revised in writing by CONRAIL, prior to the commencement of any work, <u>Contractor</u>, at his own cost and expense, shall maintain insurance of the following kinds and amounts and deliver to CONRAIL satisfactory evidence of such insurance as indicated herein:

1. Public Liability Insurance

Public Liability Insurance, including contractual liability insurance of not less than \$5,000,000 combined single limit for bodily injury and/or property damage for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of

property, including the loss of use thereof, in any one occurrence. CONRAIL shall be named as an additional insured under this insurance.

2. **Automobile Liability Insurance**

Automobile Liability Insurance with a limit of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence. CONRAIL shall be named as an additional insured under this insurance.

3. Workers' Compensation / Employers' Liability Insurance

Employers' Liability and Occupational Disease Insurance with limits of \$1,000,000 each accident, \$1,000,000 policy limit and \$1,000,000 each employee. Such policy shall include a waiver of subrogation in favor of CONRAIL.

4. General Contractor's Pollution Legal Liability Insurance

General Contractor's Pollution Liability Insurance with limits of not less than \$5,000,000 per occurrence/ \$5,000,000 aggregate bodily injury, property damage and cleanup expenses resulting from pollution conditions. CONRAIL shall be named as an additional insured under this insurance.

5. Railroad Protective Liability Insurance

Should it be required, NJ TRANSIT will provide Railroad Protective Liability Insurance Coverage for this Contract.

CHANGES IN RAILROAD FACILITIES

Temporary and permanent changes of signal, communication, power transmission lines, trailers, drainage and other railroad facilities required in connection with the project to clear temporary and/or permanent work of the sponsor as shown on the approved construction plans, shall be made or caused to be made by CONRAIL at the sole cost and expense of the sponsor in accordance with CONRAIL's force account estimate. Any other changes made or services furnished by CONRAIL at the request of the sponsor shall be the sole cost and expense of the sponsor.

PROTECTION OF RAILROAD OPERATIONS

The sponsor shall conduct the work in such a manner as to safeguard the operations, facilities, right-of-way and property of CONRAIL. All work affecting the above items shall be subject to the approval of CONRAIL. The sponsor's operations adjacent to, over or under CONRAIL's tracks, facilities, right-of-way, and property shall be governed by CONRAIL's standards and by such other requirements as specified by CONRAIL's representative so as to insure the safe operation of trains, prevent delay to trains and insure the safety of all concerned, including the sponsor's forces.

An operating track shall be considered obstructed or fouled when any object is brought closer than fifteen (15) feet (4.6 m) horizontally from the centerline of track and projects above the top of tie or as determined by CONRAIL's representative. A power line shall be considered fouled when any object is brought to a point less than eight (8) feet (2.5 m) therefrom. A signal line shall be considered fouled when any object is brought nearer than six (6) feet (1.8 m) to any wire or cable. Cranes, trucks and other equipment shall be considered as fouling the track, power line or signal line when failure of equipment, whether working or idle, with or without load, will obstruct the track or other CONRAIL facilities.

Equipment used by the sponsor shall be in first-class condition to preclude any failure that would cause interference with the operation of CONRAIL trains or damage to its facilities. The sponsor's equipment shall not be placed or put in operation adjacent to the tracks or facilities of CONRAIL without obtaining clearance from CONRAIL's representative. All such equipment shall be operated by the sponsor in a manner satisfactory to CONRAIL. No equipment or material shall be stored on CONRAIL property.

In general, a hazard occurs and a flagman is necessary in the following circumstances: (1) the driving of sheeting or piles within twenty five (25) feet (7.6 m) of the tracks, (2) the removal or demolition of all or part of an overhead or adjacent structure, (3) the erection of any structural material, or (4) the performance of any other operation that could obstruct or foul (as described above) the tracks or other facilities of CONRAIL as determined by CONRAIL 's representative.

Minimum overhead and lateral clearances as specified by CONRAIL, shall be maintained during the performance of all work. Existing overhead and lateral clearances shall be maintained during construction unless a temporary reduction in clearance for construction purposes is approved, in writing, by CONRAIL. The sponsor shall erect a highly visible construction fence no closer than fifteen (15) feet (4.6 m) from the centerline of the track through the work area to insure that the lateral clearance requirement is being met.

All wire and attachments shall be treated as live unless notified by CONRAIL's representative that same have been grounded and de-energized. Particular attention shall be given to the use of hand lines containing metal strands which cannot be used when working near or above exposed live wires. When working over wires, tools and materials not in use shall be stored in a manner to prevent them from falling. Tools or materials shall not be thrown to or by men working over the wires. The sponsor shall be responsible for locating and protecting all underground facilities.

Painting and paint removal procedures shall be approved by CONRAIL and inspected by CONRAIL's representative prior to beginning the work over railroad right of way. The sponsor shall protect the track structure and railroad property from any material used in conjunction with performing the work. A flagman shall be required whenever the above described work fouls or is likely to foul the track, as previously defined.

The sponsor shall give notice to CONRAIL's representative at least fourteen (14) calendar days in advance of the time work is to be commenced. CONRAIL shall assign, at the sole cost and expense of the sponsor, conductors and/or flagmen, or other similar qualified employees to protect CONRAIL's trains and facilities when in the opinion of its representative, the construction

work will cause or may cause a hazard to CONRAIL facilities and the safe operation of trains. No operations of the sponsor shall be carried out without all the necessary protection to properly safeguard the work.

The minimum hours per day for railroad employees engaged in flagging service shall be eight (8) hours. The overtime rate will be charged for all time in excess of eight (8) hours. Flagmen are paid from the time they leave headquarters until they arrive back at headquarters. The travel time to and from project site is known as "deadheading" and is paid at full rate of pay, plus travel expenses. No conductor or flagman may remain on duty longer than twelve (12) hours in any twenty-four (24) hour period.

The providing of flagmen or inspectors or the taking of other precautionary measures, shall not, however, relieve the sponsor from liability for payment of damages caused by their operations. The sponsor must obtain permission from the flagman before fouling or obstructing any track.

The sponsor shall be responsible for damage to CONRAIL facilities or property arising out of the execution of its work. CONRAIL shall undertake any necessary repair work at the sole cost and expense of the sponsor. Billing for the work shall be in accordance with CONRAIL's standard billing procedures.

CONRAIL labor shall be charged to sponsor at actual rate plus amount paid for insurance, railroad retirement, excise tax, vacation allowance, holidays, health and welfare benefits, small tools, 401k payment and overhead in accordance with CONRAIL's standard billing procedures. Materials shall be charged to the sponsor at actual cost to CONRAIL plus transportation costs, handling expense and applicable taxes.

RAILROAD ENGINEERING AND INSPECTION

CONRAIL, at its sole discretion, may assign an engineer or inspector for the general protection of railroad property and operations during the construction of the project. This inspection service shall be supplied at the sole cost and expense of the sponsor.

PAYMENT OF RAILROAD SERVICES

It is a requirement that the sponsor shall reimburse CONRAIL in full for work undertaken by CONRAIL in accordance with any provision of these special requirements. Final contract payment shall not be made by the sponsor to its Contractor, Subcontractor, consultant or agent, until CONRAIL certifies that all railroad bills against them, if any, have been paid in full.

TEMPORARY GRADE CROSSING

Under most circumstances, a grade crossing of our track will not be permitted. Should the sponsor demonstrate a necessity for a temporary grade crossing of CONRAIL's tracks, the sponsor shall be required to apply for and execute the standard private grade crossing agreement for each crossing required. Application for the crossing shall be made to CONRAIL at least twelve (12) weeks before the crossing is required and addressed to:

Consolidated Rail Corporation 3501 Island Ave. Philadelphia, PA 19153

Attention: Robert J. Dempsey Manager, Real Estate Services Telephone: (215) 937-7562

A letter size plan showing the location, size, construction details, and access to the requested crossing should accompany the letter of application. The plan shall be fully detailed and dimensioned with all CONRAIL facilities shown and referenced. The sponsor shall state the purpose for which the crossing is needed and the expected life of the crossing. All application fees, construction, maintenance, protection and removal costs shall be at the sole cost and expense of the sponsor. The roadbed and all other CONRAIL facilities will be restored to the original condition subject to the approval of CONRAIL's designated representative.

SHEETING AND SHORING REQUIREMENTS

The following items are to be included in the design and construction procedures for all permanent and temporary facilities adjacent to CONRAIL tracks:

- 1) Footings for all piers, columns, walls or other facilities shall be located and designed so that any temporary sheeting and shoring for support of adjacent track or tracks during construction shall not be closer than ten (10) feet (3.0 m) from the centerline of the nearest track.
- When excavation for construction of the above mentioned facilities is within the theoretical railroad embankment line (see CONRAIL Drawing SK-1, attached), interlocking steel sheet piling, driven prior to excavation, must be used to protect track stability. The use of trench boxes or similar devices is not acceptable. Soldier piling and lagging will be considered for supporting adjacent track(s) only when its use is approved by CONRAIL. Consideration for the use of soldier piling and lagging shall be made if the required penetration of steel sheet piling cannot be obtained and when dry, non-running, stable material will be encountered.
- The sheeting shall be designed to support all lateral forces caused by the earth, railroad and other surcharge loads. The railroad loading to be applied is an E-80 loading. This loading consists of 80 Kip (356 KN) axles spaced five (5) feet (1.5 m) on centers. The lateral forces acting on the sheeting shall be computed as follows:
 - (a) The Rankine Theory shall be used to compute the active earth pressure due to the weight of the soil.
 - (b) The Boussinesq analysis shall be used to determine the lateral pressure caused by the railroad loading. The load on the track shall be taken as a strip load with a width equal to the length of the ties (8'-6" or 2.6 m). The vertical surcharge, q (psf), caused by each axle, shall be uniform and equal to the axle weight divided by the tie length

- and the axle spacing (5'-0" or 1.5 m). For an E-80 loading, this results in: $q = 80,000 / (8.5 \times 5) = 1882 \text{ psf } (90.1 \text{ KPa})$.
- (c) The horizontal pressure due to the live load surcharge at any point on the sheet piling wall is Ph and can be calculated by the following: Ph = $(2q/\pi)$ (B-sin B cos 2 oc) (see CONRAIL Drawing SK-2, attached).
- 4) Deflection design criteria is as follows:
 - (a) 1/2" (1.27 cm) maximum deflection for sheet piling ten (10) feet (3.0 m) from centerline of the nearest track.
 - (b) 1" (2.54 cm) maximum deflection for sheet piling greater than ten (10) (3.0m) feet from centerline of the nearest track.
 - (c) Use K (at-rest earth pressure) for design of all braced and tie-back excavations.
- The allowable stresses for the sheet piling and other steel members (wales, struts, etc.) shall be in accordance with AREA Chapter 15, Part 1. These allowable stresses may be increased ten percent (10%) due to the temporary nature of the installations. A factor of safety of at least 1.5 must be used on temporary sheeting for the embedment length (i.e. multiply calculated embedment depth by 1.5).
- Where soil or rock anchors are used, all anchors must be tested. Testing shall be in accordance with industry standards with ten percent (10%) of the anchors "Performance Tested" and all others "Proof Tested". All tie-back anchor stresses are to be in accordance with AREA Chapter 8, Part 20.5.7.
- 7) Exploratory trenches, three (3) feet (0.9 m) deep and fifteen (15) inches (0.4 m) wide in the form of an "H" with outside dimensions matching the outside of sheeting dimensions are to be hand dug, prior to placing and driving steel sheeting, in areas where railroad underground installations are known to exist. These trenches are for exploratory purposes only and are to be backfilled with the backfill compacted immediately. This work must be done in the presence of CONRAIL's representative.
- 8) Absolute use of track is required while driving sheeting within fifteen (15) feet (4.6 m) from centerline of a live track. The procedure for arranging the use of track shall be as outlined on pages Three and Four.
- 9) Cavities adjacent to the sheet piling, created by the driving of sheet piling, shall be filled with sand and any disturbed ballast must be restored and tamped immediately.
- 10) Sheet piling shall be cut off at the top of tie during construction. After construction and backfilling has been completed, piling within ten (10) feet (3.0 m) from centerline of track, or when bottom of excavation is below a line extending a 1:1 slope from end of tie to point of intersection with sheeting, shall be cut off eighteen (18) inches (0.5 m) below existing ground line and left in place.

- 11) Any excavation adjacent to track shall be covered and ramped and provided with barricades as required by CONRAIL. A lighted walkway with a handrail must be provided adjacent to the track for any excavation within ten (10) feet (3.0 m) of the centerline.
- 12) Final backfilling of excavation shall be as required by project specifications.
- 13) The sponsor is to advise CONRAIL of the time schedule of each operation and obtain approval of CONRAIL for all work to be performed adjacent to Conrail tracks so that it may be properly supervised by railroad personnel.
- 14) All drawings for temporary sheeting and shoring shall be prepared and stamped by a Registered Professional Engineer and shall be accompanied by complete design computations when submitted for approval.
- 15) Where physical conditions of design impose insurmountable restrictions requiring the placing of sheeting closer than specified above, the matter must be submitted to CONRAIL for approval of any modifications.
- 16) Five (5) copies of the submission are to be sent to Conrail's Area Engineer. The sponsor is advised to expect a minimum thirty (30) day review period from the day the submission is received by the Area Engineer.
- 17) CONRAIL's representative must be present at the site during the entire sheeting and shoring procedure period. The sponsor must notify the railroad representative at least seventy-two (72) hours in advance of the work. No changes will be accepted after that time.

ERECTION, HOISTING AND DEMOLITION REQUIREMENTS

- 1) A plan showing the locations of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities should also be shown.
- 2) Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.
- Plans and computations showing weight of picks must be submitted. Where beams are being removed over CONRAIL facilities, the weight shall include the weight of concrete or other material that will be included in each pick. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure.
- 4) If the sponsor can prove to CONRAIL that plans do not exist and weights must be calculated from field measurements, the field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and he

shall include sketches and estimated weight calculations with his procedure. If possible, field measurements shall be taken with a CONRAIL representative present. Weights shall include the weight of concrete, or other material that will be included in the lifts.

- 5) If the procedure involves either the cutting of steel or the bolting of joints which would affect CONRAIL operations, a detailed staging plan with estimated durations will be required.
- A location plan showing all obstructions such as wires, poles, adjacent structures, etc., must be provided to show that the proposed lifts are clear of these obstructions.
- 7) A data sheet shall be prepared listing the type, size and arrangements of slings, shackles, or other connecting equipment. Include copies of a catalog or information sheets for specialized equipment.
- 8) A complete procedure is to be included, indicating the order of lifts and any repositioning or rehitching of the crane or cranes.
- 9) Demolition shield submittals must include a plan showing the details of the shield, a written installation and removal procedure and design calculations verifying the capacity of the shield. The shield should be designed for a minimum load of fifty (50) pounds/sq.ft. (245 kgs/sq.m.) plus the weight of the equipment, debris and any other load to be carried.
- 10) Temporary support of any components (overhead or undergrade) or intermediate stages is to be shown and detailed. A guardrail (railroad) will be required to be installed in a track where a temporary bent is located within twelve (12) feet (3.7 m) from the centerline of that track.
- 11) A time schedule of the various stages must be shown as well as a schedule for the entire lifting procedure.
- 12) All bridge erection or demolition procedures submitted will be prepared, signed and sealed by a Registered Professional Engineer.
- 13) Five (5) copies of the lifting procedures are to be sent to CONRAIL's Area Engineer. The sponsor is to expect a minimum thirty (30) day review period from the day the submission is received by the Area Engineer.
- 14) CONRAIL's representative must be present at the site during the entire demolition and erection procedure period. The sponsor must notify the railroad representative at least seventy-two (72) hours in advance of the work. No changes will be accepted after that time.
- 15) The name and experience of the employee supervising the operation must be supplied to CONRAIL.

OVERGRADE BRIDGE REQUIREMENTS

CLEARANCES

- 1) The minimum vertical clearance above the top of the higher rail shall be twenty three (23) feet (7 m) at all times. In areas where the railroad has been electrified with a catenary wire, and areas which are likely to be electrified, the minimum vertical clearance must be twenty four (24) feet, six (6) inches (7.5 m) above the top of the higher rail.
- 2) The minimum horizontal clearance measured from the centerline of track to the near face of the obstruction must be twenty (20) feet (6.1 m) for tangent track and twenty one (21) feet (6.4 m) for curves. See CONRAIL Standard Plan 48754-B, attached.
- Whenever practicable, bridge structures must have the piers and abutments located outside of the railroad right of way. All piers located less than twenty five (25) feet (7.6 m) from the centerline of track require a crash wall designed in accordance with specifications outlined in the current AREA manual.
- 4) All piers should be located so that they do not interfere with ditches. Where special conditions make this impossible, an explanation of these conditions must be submitted with the drainage plans for review by CONRAIL.
- 5) The permanent clearances should be correlated with the methods of construction so that temporary construction clearances will not be less than the minimum allowed.
- 6) Bridge structures shall provide sufficient lateral and vertical clearance for anticipated future tracks, changes in track centers and raising of tracks for maintenance purposes. The locations of these tracks shall be determined by inquiry to CONRAIL.
- 7) The profile of the top of rail should be examined to determine if the track is in a sag at the location of the bridge. If the track is in a sag, the vertical clearance from the track to the bridge should be increased sufficiently to allow raising the track to remove the sag.
- 8) Plans for bridges must show dimensioned locations of all utilities which might be located on the railroad right of way.
- 9) Vertical and horizontal clearances must be adjusted so that the sight distance to railroad signals is not reduced from what is existing.
- 10) All proposed temporary clearances which are less than those listed above must be submitted to Conrail for review and must be approved by CONRAIL prior to construction.
- 11) Clearances are subject to the requirements of the state in which the construction takes place and must be approved by NJ TRANSIT and CONRAIL if less than those prescribed by law.

DRAINAGE

- 1) Maintaining the existing drainage and providing for future drainage improvements is of the utmost importance. CONRAIL will give special attention to reviewing drainage details.
- 2) Drainage plans must be included with the general plans submitted to CONRAIL for approval. These plans must include hydrologic and hydraulic studies and computations showing the frequency and duration of the design storm used, as well as the method of analysis such as Soil Conservation Service or the Rational method. CONRAIL uses storms with a 100-year recurrence interval as the minimum design storm.
- 3) Lateral clearances must provide sufficient space for construction of the required track ditch parallel to the standard roadbed section. If the ditch cannot be provided, or the pier will interfere with the ditch, then a culvert of sufficient size must be provided. See CONRAIL Standard Plans 48754-B and 48747, attached.
- 4) Ditches and culverts must be sized to accommodate all increased run-off due to the construction and the increased size must continue to the natural outlet of the ditch. Ditches must be designed in accordance with good drainage engineering practices and must meet all local codes and ordinances.
- 5) No scuppers or other deck drains, roadway drainage, catch basins, inlets or outlets are permitted to drain onto Conrail property. Any variation of this policy must have the prior approval of CONRAIL. If an exception is ultimately granted, maintenance of such should not be CONRAIL's responsibility. Drainage from scuppers and deck drains must be conveyed through pipes, preferably to a point which is off CONRAIL property. If the drainage must be conveyed into a railroad ditch, calculations must be provided to CONRAIL which indicate the ability of the ditch to carry the additional runoff.
- 6) Additional drainage may require the installation of a pipe or pipes, new ditch or reprofiling of the existing ditch.

EROSION CONTROL

- 1) Embankment slopes on CONRAIL property adjacent to the track must have a slope of 2:1 or less and be paved for a minimum of two (2) feet (0.6 m) beyond the outside edge of the bridge foundation structure. The purpose of the pavement is to minimize erosion of the embankment material and to reduce deterioration of the sub-grade material by drainage water. The pavement shall consist of a prepared sub-base and/or filter fabric with grouted rip-rap on the surface.
- The general plans for the bridge should indicate the proposed methods of erosion control during construction and must specifically address means to prevent silt accumulation in ditches and culverts and to prevent fouling the track ballast and sub-ballast. If the plans do not show erosion control, the Contractor must submit a proposed method of erosion control and must have this method approved by CONRAIL prior to beginning any grading on the site.

- 3) Existing track ditches must be maintained at all times throughout the construction period. After the construction has been completed, all erosion and siltation must be removed and the ditches must be restored.
- 4) CONRAIL's approval of drainage and erosion control plans will not relieve the sponsor submitting these plans from ultimate responsibility for a satisfactory plan.

REFERENCES

- 1) In areas where underground utilities may be affected, CONRAIL's C.E. 8, "Specifications for Pipeline Occupancy" will govern.
- 2) In areas where power or communication lines will be affected, CONRAIL's C.E. 4, "Specifications for Wire, Conduit and Cable Occupations" will govern.

APPENDIX E

AGREEMENT BETWEEN CONTRACTOR

AND

ARTIST

This Agreement made the day of	20
between	(hereinafter referred to as
"Contractor") having its principal office at	and
	(hereinafter referred to as
the "Artist").	
WITNESSETH:	

WHEREAS, pursuant to $\underline{\text{N.J.S.A.}}$ 52:16A-29 $\underline{\text{et}}$ $\underline{\text{seq}}$., NJ TRANSIT is desirous of incorporating fine arts in the following project:

Name of Project: Location of Project:

WHEREAS, the Artist has submitted a proposal to design such Artwork, under the terms and conditions set forth herein and in accordance with the following Attachments which are hereby made a part of this Agreement:

Appendix "1" - Federal Contract Requirements

Attachment "A" - Fees, Materials and Payment Schedule

Attachment "B" - Progress Schedule

Attachment "C" - Scope of Work

Attachment "D" - Artist Proposal for Artwork

The proposal to design and deliver the Artwork shall be incorporated in this Agreement as Attachment "D". To the extent that this contract contains requirements different from the proposal, the contract shall control.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties covenant and agree as follows:

1. The Artist shall provide all design, engineering, project coordination and project management services which are necessary in the performance of work required by this Agreement. The Artist is responsible for all of the Artist's travel and transportation expenses associated with the performance of this Agreement.

- 2. The Artist is responsible for the provision of the Artwork design, documents and submittals which include engineering drawings and lighting design, physical layout, complete fabrication, transportation, installation and documentation of the Artwork. The Artist shall ensure that all structural elements of the Artwork and mounting devices are designed and certified by an engineer licensed in the State of New Jersey. The Artist agrees to provide all necessary lighting fixtures and fixture-ready attachments including cords and plug connections, bulbs and mounting bracket/tracks. The Artist shall consult with the project architect prior to procurement of lighting equipment for review and approval of manufacturer, type and number of fixtures, and to ensure proper interface with electrical source(s) in the building.
- 3. It shall be Contractor's responsibility to prepare and make available the site for preparation, modification, or other necessary work by the Artist and Contractors performing services relevant to the Artwork.
- 4. Contractor and NJ TRANSIT, through their authorized representative or representatives, may at reasonable times and on reasonable notice, set up mutually convenient times to review the Artwork while in the process of being designed, completed and installed. Such visits shall be preceded by a telephone communication to the Artist with verbal confirmation by the Artist.
- 5. The Artist will complete the Artwork in accordance with the Progress Schedule contained herein in Attachment B.
- In the event the installation is not properly completed by the agreed-upon date, except for causes beyond the Artist's control (such as, but not limited to fire, theft, strikes, lock-outs, materials shortages, illness and acts of God) and as liquidated damages (not as a penalty), Contractor may deduct from the amount due Artist \$______ for each day's delay encountered until installation is properly completed, or the Agreement terminated. The Artist may request Contractor, not later than ten (10) calendar days before the installation date set forth in this contract, for an extension of that installation date. Such extension, if granted, must be in writing. If the site is not available to receive the Artwork when the Artist has completed on schedule, Contractor will pay for all excess costs of storage and transportation. Contractor may at its own expense take possession of the Artwork and store same at its own site. In that event, Contractor shall bear risk of loss. Subsequent delivery and installation shall be in accordance with the terms stated herein.
- 6. The Artist shall regularly confer with Contractor's Project Management staff and attend required meetings in order to verify and insure that the Artwork will be incorporated into the project at the proper time. Meetings shall be held at a time which is mutually convenient for Contractor and the Artist.
- 7. The Artist must take all reasonable precautions to protect the property of NJ TRANSIT and all others at and adjacent to the installation site of the work. The Contractor will be responsible for adequate protection of the public during installation.
- 8. To the extent possible, NJ TRANSIT will not intentionally remove, alter, modify or change the Artwork unless it is necessary for the preservation, safety, repair, destruction or renovation of the premises in which the Artwork is installed as determined by NJ TRANSIT at its sole discretion. NJ TRANSIT shall not otherwise remove, alter, modify, destroy or change the Artwork without the agreement of the Artist. Such agreement shall be governed by the applicable provisions of 17 U.S.C.A. 113. The Artist further waives any rights he may have against and agrees not to institute suit against NJ TRANSIT for any removal, alterations, modifications, damage, destruction or changes that may occur to the Artwork in the event that the premises are no longer under the ownership, supervision, or control of NJ TRANSIT. The Artist hereby agrees to provide a suggested maintenance schedule for the Artwork to NJ TRANSIT at the time of completion of the project. These obligations and waivers shall survive the termination of this Agreement.

- 9. The Artist agrees that for one year following the installation and acceptance of the Artwork, he shall correct, without charge, any defects in the Artwork which require repair or correction.
- 10. A plaque containing the title of the Artwork, name of the Artist, and recognition of NJ TRANSIT shall be publicly displayed and identified with the Artwork. Such plaque shall be provided by the Artist upon completion of the work. The design and content of the plaque is subject to approval in writing by NJ TRANSIT.
- 11. The Artist agrees to register the completed Artwork for copyright immediately upon acceptance by NJ TRANSIT. Copyright notice shall appear on the work and project plaque. The Artist grants to NJ TRANSIT and the NJSCA the non-exclusive right to photograph the Artwork and otherwise reproduce it in film, tape, digital format, or any other reproductive media, and publish the same with proper identification of copyright, including identification of Artist. With the exception of the above listed parties, Artist reserves to himself all copyrights in the work, the preliminary design, and any incidental works, made in the creation of the work.

The Artist further agrees that the Artwork completed under this Agreement is a unique work and that copies or editions of the Artwork will not be created and installed at any other location worldwide.

NJ TRANSIT will consult with the Artist prior to the production of any commercially marketable items which depict the Artwork and are intended to be offered for sale to the general public.

12. The Artist agrees to supply NJ TRANSIT and the NJSCA with full archival documentation of the completed Artwork including, but not limited to 35mm slides, black and white and color photographs, original presentation maquette, original drawings and a written physical description. Such documentation is to be placed in the archives of the NJSCA. The submitted material shall not be offered for sale at any time.

This documentation is to be supplied by the Artist not later than thirty (30) calendar days after installation of the Artwork and must comply with the NJSCA documentation format for visual artwork.

- 13. NJ TRANSIT may elect to publicly dedicate/unveil the Artwork and the Artist will attend said dedication/unveiling, upon adequate written notice from NJ TRANSIT, unless excused by NJ TRANSIT.
- 14. Contractor/NJ TRANSIT may terminate this Agreement for convenience by giving written notice to the ARTIST of such termination sent to the ARTIST at the address set forth in paragraph 34. In that event the ARTIST shall be paid for all reasonable costs of work properly completed on the date of termination including all reasonable costs of materials and equipment purchased and/or rented to date, and any penalties due on leased space and subcontracts for fabrication of the ARTWORK.
 - 15. Contractor/NJ TRANSIT may terminate this Agreement for cause at any time

if the ARTIST has materially failed to comply with terms of the Agreement. In the event of such failure, NJ TRANSIT shall promptly give written notification to the ARTIST of its intent to terminate and the reasons thereof. The ARTIST shall have ten (10) calendar days, or such additional time as NJ TRANSIT may grant, after receipt of notice to cure its failure. If the failure is not cured to the satisfaction of NJ TRANSIT, the ARTIST shall be held in breach of contract and the contract terminated (in whole or in part) effective immediately.

After receipt of notice of termination, the ARTIST shall not incur any new obligations without the approval of NJ TRANSIT and shall cancel as many outstanding obligations as possible. NJ TRANSIT will evaluate each obligation deemed non-cancellable by the ARTIST in order to determine its eligibility for inclusion in compensable costs.

Compensation shall be made for work properly completed and approved by NJ TRANSIT prior to the date of termination.

If this Agreement or any part thereof is terminated for cause, NJ TRANSIT may procure services similar to those so terminated. The ARTIST shall be liable to NJ TRANSIT for any reasonable excess costs incurred for such similar services.

No damages of any nature shall be claimed against NJ TRANSIT in the event it exercises this right of termination. The rights and remedies available to in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that the ARTIST was not in default under the provisions of this section, or that the default was excusable under the provisions of this section, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 14.
- 16. Ownership of all materials, designs and drawings related to the Artwork, originated and prepared for NJ TRANSIT after the date of signing of this Agreement, shall rest with NJ TRANSIT, and shall be submitted by the Artist to the project archives of the NJSCA. The Artist shall provide NJ TRANSIT and the NJSCA with copies of all pertinent maintenance information and structural design information in accordance with the requirements of this Agreement.
- 17. a. With the execution of this Agreement, Contractor will ensure that the Artist will receive a full review and discussion of plans to date and complete background information relevant to all considerations affecting the Artist's responsibility to fulfill its obligations. In particular, Contractor shall make available to the Artist all necessary background and orientation materials, adequate notice of scheduled presentations, meetings dealing with matters affecting the Artist's participation in construction schedules, deadlines and plans affecting the Artist's installation of his/her work, and shall invite the Artist and afford the Artist full participation at all such presentations and meetings.
- b. The quality of the finishes of the completed Artwork shall be as described by the Artist in his Design Development Plans unless Contractor and NJ TRANSIT have authorized necessary changes. NJ TRANSIT reserves the right to reject the completed Artwork if it does not meet the stated specifications of the Design Development Plans.
- 18. The Contracting Officer for this Agreement shall be: ______, (NAME OF CONTRACTING OFFICER). Wherever this Agreement requires any notice to be given to or by Contractor, or any determination to be made by Contractor, the Contracting Officer or his Designee shall represent and act for the Contractor.
- 19. The Artist shall schedule any on-site activities with Contractor, and will provide notice of on-site activities to Contractor and NJ TRANSIT.
- 20. The Artist's status shall be that of an independent contractor and not as agent or employee of Contractor or NJ TRANSIT.
- 21. The Artist agrees not to assign this Agreement in whole or in part, or any moneys hereunder, without the prior written approval of NJ TRANSIT. Following installation of the artwork and its acceptance by NJ TRANSIT, and acceptance of the overall project, the Contractor will assign this Agreement and all its rights hereunder to NJ TRANSIT.
- 22. The Artist agrees that in the performance of this Agreement he will obey, abide and comply with applicable Federal, State, County and Municipal laws and regulations.
- 23. If incorporated in a state other than the State of New Jersey, the Artist shall promptly file with the Secretary of State an application for a Certificate of Authority to do business in the State of New Jersey and shall comply with the provisions of the laws of the State of New Jersey in that regard.

- 24. This Agreement shall be governed by and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey. The courts of New Jersey Shall have sole jurisdiction over any suits brought concerning this Agreement.
- 25. The Artist hereby covenants and agrees to take, use, provide and make all proper and necessary and sufficient precautions, safeguards and protections against the occurrence or happening of any accident, injuries, damages or hurt to any person or property during the progress of the work herein covered and to indemnify, defend, and save harmless the Contractor and NJ TRANSIT, its officers, agents, servants and employees for the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or hurt that may occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any ordinance, regulation, or statute, while the said work is in progress.
- 26. The risk of loss to the Artwork shall remain on the Artist at all times until the Artwork is delivered to Contractor. The Artist shall ensure that All Risk insurance on the Artwork, which shall protect the Artist's, Contractor and NJ TRANSIT's interests, is carried by the Artist or the Artist's fabricators and other subcontractors during the period of fabrication.
- 27. The Artist will carry Comprehensive General Liability insurance in the amount of \$5,000,000 Combined Single Limit for each occurrence. Such insurance shall name NJ TRANSIT, Contractor, (LIST OTHER INSURED) as additional insureds. This insurance to provide coverage during the period of fabrication and installation and until the installation is accepted in writing by Contractor.

The certificate of such insurance shall be submitted to the Contractor and NJ TRANSIT upon signing of this Agreement and shall be kept current through acceptance of the artwork.

28. The parties to this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them. The Artist further agrees to comply with the requirements of N.J.S.A. 10:5-31, et seq., and all rules and regulations promulgated thereunder.

For the purpose of this Section 28, and only this Section 28 of this Agreement the "Public Agency Compliance Officer" referenced below is NJ TRANSIT's VP Civil Rights & Diversity Programs and the "Public Agency" is NJ TRANSIT and the Contractor is the Artist.

During the performance of this contract, the Contractor agrees as follows: The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, nationality, gender identity or expression, or disability. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

The Contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, religion, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

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

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, nationality, gender identity or expression, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)</u>.

- 29. The New Jersey prevailing wage laws are hereby made a part of this contract. The Artist's signature on the proposal and on this Agreement is his guarantee that neither he nor any subcontractors he might employ to perform work are listed by or are recorded in the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of the Prevailing Wage Act.
- 30. The Artist does hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey or of the United States and that said laws have not been violated as they relate to the procurement or the performance of this Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any NJ TRANSIT Contractor, or State of New Jersey employee, officer or official.

- 31. The Artist warrants and represents that no person has been employed to solicit or secure this contract in violation of any other laws and further represents that all applicable laws and regulations shall be complied with in the performance of this contract.
- 32. Prohibited Interest: No member, officer, or employee of NJ TRANSIT or its subsidiaries shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No former member, officer or employee of NJ TRANSIT or its subsidiaries who, during his tenure, had a direct, substantial involvement with matters that are closely related to this Agreement, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 33. Release of Claims: It is agreed the Artist acceptance of final payment from Contractor/NJ TRANSIT shall release in full all claims and liability of whatsoever nature against Contractor and NJ TRANSIT for anything done or furnished or in any manner growing out of the performance of this Contract except such claims as may specifically excepted in writing by the Artist from the operation of such release.
- 34. All notices should be sent certified mail, return receipt requested, to the parties at the addresses listed below:

(Name and Address of Contractor)

and;

(Name and Address of Artist)

- 35. All changes to this Agreement shall be in writing and signed by the Contractor and the Artist.
 - 36. Project Close-Out: Submissions required prior to final payment, include, but are not limited to, the following items:
 - (1) Certificate of Final Acceptance,
 - (2) Final Release of Claims,
 - (3) Affidavit of Payment of Debts and Claims,
 - (4) Affidavit of Release of Liens,
 - (5) Final Certificate of Payment

IN WITNESS WHEREOF, Contractor and the Artist have executed this Agreement the day and year above written.

	ARTIST
Witness	By Artist
	CONTRACTOR
Witness	By: Title

APPENDIX 1

FEDERAL CONTRACT REQUIREMENTS

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES: The Artist agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the contract in connection with the performance of the project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the subrecipient and third party contractor.

2. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS:

- A.) The Artist recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 <u>U.S.C.</u> § 3801 <u>et seq.</u> and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the project. Accordingly, by signing the Agreement, the Artist certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Agreement. In addition to other penalties that may be applicable, the Artist also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Artist to the extent the Federal Government deems appropriate.
- B.) The Artist also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal Assistance authorized by 49 <u>U.S.C.</u> §5307, the Government reserves the right to impose on the Artist the penalties of 18 <u>U.S.C.</u> § 1001 and 49 <u>U.S.C.</u> §5307(n)(1), to the extent the Federal Government deems appropriate.
- **3. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS:** Apart from inconsistent requirements imposed by Federal statute or regulations, the Artist agrees that it will comply with the requirements of 49 <u>U.S.C.</u> § 5323(h)(3) by refraining from using any Federal Assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.
- **4. INTERESTS OF MEMBERS OF OR DELEGATES TO CONGRESS:** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- **5. CERTIFICATION OF DEBARMENT AND SUSPENSION:** During the performance of this Agreement, the Artist must be in compliance with the requirements of the United States Department of Transportation, 49 C.F.R. Part 29, and FTA Circular 2015.1. The attached Exhibit sets forth detailed requirements and is hereby made a part of this Agreement.
- **6. CIVIL RIGHTS:** During the performance of this Agreement, the Artist, for itself, its assignees and successors in interest (hereinafter referred to as the "Artist") agrees as follows:

- A.) Compliance with Regulations: The Artist shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- B.) Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 <u>U.S.C.</u> § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 <u>U.S.C.</u> § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 <u>U.S.C.</u> § 12132, and Federal transit law at 49 <u>U.S.C.</u> § 5332, the Artist agrees that it will not discriminate against any employee, applicant or in the selection and retention of subcontractors, including procurements of materials and leases of equipment for employment because of race, color, religion, national origin, sex, age, or disability.. The Artist shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations.
- C.) Solicitations for Subcontracts Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Artist for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Artist of the Artist's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin or disability.
 - D.) Equal Employment Opportunity

The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Religion, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 <u>U.S.C.</u> § 2000e, and Federal transit laws at 49 <u>U.S.C.</u> § 5332, the Artist agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 <u>et seq.</u>, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 <u>U.S.C.</u> § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Artist agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, sexual orientation, gender identity or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Artist agrees to comply with any implementing requirements FTA may issue.

(2) Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 <u>U.S.C.</u> § 623 and Federal transit law at 49 <u>U.S.C.</u> § 5332, the Artist agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Artist agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 <u>U.S.C.</u> § 12112, the Artist agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Artist agrees to comply with any implementing requirements FTA may issue.

- E.) Information and Reports: The Artist shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NJ TRANSIT or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instruction. Where any information is required or an Artist is in the exclusive possession of another who fails or refuses to furnish this information, the Artist shall so certify to NJ TRANSIT, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- F.) Sanctions for Noncompliance: In the event of the Artist's noncompliance with the nondiscrimination provisions of this Agreement, NJ TRANSIT shall impose such contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:
- 1.) Withholding of payments to the Artist under the Agreement until the Artist complies; and/or
 - 2.) Cancellation, termination or suspension of the Agreement, in whole or in part.
- G.) Incorporation of Provisions: The Artist shall include the provisions of Paragraphs A through F of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Artist shall take such action with respect to any subcontract or procurement as NJ TRANSIT or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event an Artist becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Artist may request NJ TRANSIT to enter into such litigation to protect the interests of NJ TRANSIT and, in addition, the Artist may request NJ TRANSIT to enter into such litigation to protect the interest of the United States.
- 7. CONTRACT WORK HOURS AND SAFETY STANDARDS: During the performance of this Agreement, the Artist, for itself, its assignees and successors in interest (hereinafter referred to as the "Artist") agrees as follows:

- A.) Overtime Requirements: No Artist or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
- B.) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 C.F.R. Part 5.5, the Artist and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Artist and subcontractor shall be liable to the United States (in case the work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 C.F.R. Part 5.5 in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 C.F.R. Part 5.5.
- C.) Withholding for Unpaid Wages and Liquidated Damages: The Contractor, on behalf of USDOT or NJ TRANSIT, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Artist or subcontractor under any such contract or any other Federal contract with the same Artist, or any other Federally-assigned contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Artist, such sums as may be determined to be necessary to satisfy any liabilities of such Artist or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 C.F.R. Part 5.5.
- D.) Nonconstruction Grants: The Artist or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. These records shall be made available by the Artist or subcontractor for inspection, copying, or transcription by authorized representatives of NJ TRANSIT, the FTA and the Department of Labor, and the Artist or subcontractor will permit such representatives to interview employees during working hours on the job.
- E.) Subcontracts: The Artist or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs A through E of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Artist shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs A through E of this Section.

- **8. LIMITATIONS ON LOBBYING:** The Artist shall comply with 31 <u>U.S.C.</u> 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions".
- A.) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- B.) Any Artist who requests or receives a Federally-assisted contract or subcontract in excess of \$100,000 from NJ TRANSIT shall file with NJ TRANSIT the certification attached to this Agreement and entitled "Certification for Contracts, Grants, Loans and Cooperative Agreements" which certifies that the Artist or subcontractor, as applicable, has not made, and will not make, any payment prohibited by paragraph A.) of this Article.
- C.) Any Artist who has made or has agreed to make any payment using non appropriated funds (to include profits from any covered Federal action) which would be prohibited under paragraph A.) of this Article if paid for with appropriated funds, shall file with NJ TRANSIT a disclosure form entitled "Disclosure of Lobbying Activities", which is available from NJ TRANSIT.
- D.) Any certification or disclosure form filed under paragraphs B.) and C.) of this Article shall be forwarded from tier to tier until received by NJ TRANSIT. Any certification or disclosure form shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded.
- E.) The prohibition on the use of appropriated funds does not apply in the case of a payment of reasonable compensation to an officer or employee of the Artist or subcontractor if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
- F.) The prohibition on the use of appropriated funds does not apply in the case of any reasonable payment to an officer or employee of the Artist or to a person, other than an officer or employee of the Artist, if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any Bid, proposal or application for a Federal contract, grant, loan or cooperative agreement.
- 9. AUDIT AND INSPECTION OF RECORDS: The Artist shall retain all Agreement records and permit the authorized representatives of the State of New Jersey, NJ TRANSIT, U.S. Department of Transportation (USDOT), the FTA and the Comptroller General of the United States and their duly authorized representatives, such as Project Management Oversight (PMO), Integrity Oversight Monitors (IOM) etc., to inspect and audit all financial data, operational data and other records of the Artist including but not limited to disclosure forms, payment requests, change orders, invoices, certified payrolls, manifests, etc. relating to its products, transactions or services provided under the

performance and that of its subcontractors and assignees, if any, under this Agreement from the effective date hereof through and until the expiration of five (5) years after completion of and final payment for the Project Services.

The Artist further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that it will keep all Agreement records and that the State of New Jersey, NJ TRANSIT, the USDOT, the FTA and the Comptroller General of the United States and any of their duly authorized representatives shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontractor.

Documents of every nature prepared pursuant to this Agreement shall be available to and become the property of NJ TRANSIT, and basic notes and other pertinent data shall be made available to NJ TRANSIT upon request without restriction as to their future use.

At least until the expiration of five (5) years after the completion of, and final payment by, NJ TRANSIT for the Project Services, the Artist shall keep and maintain complete financial records showing actual time devoted and cost incurred in connection with services rendered under this Agreement, and it shall make same subject to inspection and audit by NJ TRANSIT, should NJ TRANSIT desire. Following passage of five (5) years from the date of completion of and final payment by NJ TRANSIT for the Project Services, the Artist may request from NJ TRANSIT permission to dispose of the various records. NJ TRANSIT may either order the records be destroyed or surrendered to NJ TRANSIT.

10. BUY AMERICA

Pursuant to 49 <u>U.S.C.</u> 5323(j), and the regulation found at 49 C.F.R. Part 661, the Artist agrees that all iron, steel and manufactured products purchased or used as a result of this Agreement shall be of domestic manufacture or origin unless a waiver of these provisions is granted by the U.S. Secretary of Transportation.

There are four exceptions to this requirement:

- (a) That its application would be inconsistent with the public interest.
- (b) That such materials or products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
- (c) With respect to rolling stock only, but including train control, communications, traction power equipment, 40 percent may be non-domestic manufacture, but final assembly of such products must take place in the United States.
- (d) That inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- 11. FLY AMERICA REQUIREMENTS: The Consultant agrees to comply with 49 <u>U.S.C.</u> 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their

consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

12. CLEAN WATER AND CLEAN AIR ACTS

- 12.1 The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.:
- (a) With the notification of violating facilities provisions of Executive Order No. 11738; "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans", 42 <u>U.S.C.</u> § 7606. The Contractor agrees to report each violation to NJ TRANSIT and understands and agrees that NJ TRANSIT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) With the provisions of the Safe Drinking Water Act of 1974, as amended, 42 <u>U.S.C.</u> § 300h <u>et seq</u>.
- 12.2 The Contractor agrees to comply with all applicable, standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 <u>U.S.C.</u> § 7401 <u>et seq</u>. The Contractor agrees to report each violation to NJ TRANSIT and understands and agrees that NJ TRANSIT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 12.3 The Contractor agrees to include both the Clean Water and Clean Air requirements in each subcontract exceeding \$100,000. The \$100,000 limit includes indefinite quantities where the amount is expected to exceed \$100,000 in any year.
- 13. ENERGY CONSERVATION: The Consultant shall comply with mandatory standards and policies relating to energy efficiency contained in applicable State of New Jersey Energy Conservation Plans issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 et seq.).

14. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

This Contract is funded in whole or in part by the United States Government and is subject to all Federal laws and regulations governing Federally-financed projects.

(a) Changes to Federal Requirements

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NJ TRANSIT and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement unless the FTA determines otherwise.

(b) Incorporation of FTA Terms

These General Provisions include, in part, certain standard terms and conditions required by USDOT, whether or not expressly set forth in this Agreement. All Contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NJ TRANSIT requests which would cause NJ TRANSIT to be in violation of the FTA Master Agreement between NJ TRANSIT and the FTA.

ATTACHMENT A

FEES, MATERIALS AND PAYMENT SCHEDULE

1.	The Contract Amount totals \$		
	identified as a specific item or not,		
	described in the Artist's proposal, and	as such, it includes any and all items	and in terms as
	described in the NJSCA publication	"Procedures for Artists in the Perfo	rmance of Arts
	Inclusion Contracts" which are necess	sary to complete this project and shall	be made part of
	this contract		-

- 2. As payment for the Artwork, including all fees, supplies, design and transportation of same, Contractor will pay the Artist the total sum of (\$000,000.00) as follows:***
 - a. \$00,000.00 upon consultation, acceptance of proposal, establishment of project timeline, acceptance of a date for submission of Design Development Plans and signing of contract.
 - b. \$00,000.00 upon acceptance of Design Development Plans (including installation plan) for Artwork.
 - c. \$00,000.00 upon receipt and approval of all signed and sealed □shop□ drawings for the Artwork.
 - d. \$00,000.00 upon delivery of materials to the Artist, presentation of receipts or certifications of ownership for said materials, and start of construction.
 - e. \$00,000.00 upon 50% completion of the Artwork.
 - f. \$00,000.00 upon 100% installation of the Artwork.
 - g. \$00,000.00 upon 100% project completion including receipt of archival documentation, copyright application to NJSCA; acceptance of the Artwork by Contractor and NJ TRANSIT; submission of final invoice and close-out documents.

Payment Notes

Artist shall submit an invoice for each milestone to Contractor at the address identified under Article 34 of the contract.

Payment to the Artist shall be made not later than ten (10) calendar days after Terminal receives payment from NJ TRANSIT.

NJ TRANSIT is exempt from sales tax; please provide sales tax exemption certificates to supplier.)

ATTACHMENT B

PROGRESS SCHEDULE

15 Calendar Days After Signing of the Agreement (Design and Development Plans) to NJ TRANSIT for Approval	The Artist submits complete Plans and Drawings
10 Calendar Days After Receipt of the Design and Development Plans	Design Development and Installation Plan approved by Contractor and NJ TRANSIT.
10 Calendar Days After Receipt of materials.	The Artist begins creation of Artwork.
To Be Determined	Meetings at the Artist's studio and/or fabricator to review and approve progress of Artwork. Pictural Documentation may be substituted
To Be Determined	Artwork ready for delivery and installation.
To Be Determined	Installation completed.
30 Calendar Days After Installation of the Artwork	Final approval by Contractor and completion of Agreement. The Artist submits all required project close-out documents.

ATTACHMENT C

SCOPE OF WORK AND BUDGET

1. Purpose

The purpose of this Agreement is to provide the Artwork design, engineering design, construction documents, construction management, complete fabrication, complete transportation and complete installation for Artwork to be installed in the (NAME OF PROJECT).

2. Project Budget

The total contract for the Artwork is \$000,000 including all costs.

3. Schedule

The Artwork must be completed and ready for installation by MONTH, DAY, YEAR. Installation of the Artwork must be completed by MONTH, DAY, YEAR. All close-out submissions must be completed and submitted to NJ TRANSIT within thirty (30) calendar days after completion of installation.

4. Site Location

The Artwork will be installed in the (LOCATION) of the (NAME OF PROJECT). The exact location(s) for the Artwork(s) shall be proposed by the Artist in the Design Development Plans and approved by the project architect in writing.

5. Artwork Description

The Artist will design, fabricate, and deliver the following work of art:

a. An Artwork which shall consist of (DETAILED DESCRIPTION OF ARTWORK (S). The surface textures and color of the Artwork shall remain in accordance with the Artist's Design Development Plans as reviewed and accepted by Contractor and NJ TRANSIT.

The Artist shall execute and complete fabrication, transportation and installation of the Artwork upon consultation and coordination with Contractor. All dimensions for the Artwork shall be formally documented as a part of the Design Development Plans. Any structural plans shall be reviewed and approved by engineers who hold license in the State of New Jersey. The Artist will coordinate and produce pertinent plans, engineering and technical data and shall promptly submit such information in accordance with the project schedule as determined by Contractor.

The Artist shall be responsible for the structural integrity and proper installation of the Artwork. The installation plans shall be submitted and approved by NJ TRANSIT prior to installation of the artwork. Close contact shall be maintained with NJ TRANSIT project management staff to properly schedule installation activities.

- b. Project Control Specifications: The following are control specifications which address specific issues of the Artist's proposal are hereby incorporated into this Agreement.
- 1. There shall be no reduction in the scale of the elements which comprise the Artwork.

- 2. The Artist must provide clean connection devices for the mounting of the Artwork to ensure access for potential service needs/ease of maintenance/or removal of same.
- 3. The elements comprising the Artwork, must be absolutely secure in their mounting methods as called for in engineering calculations sealed by a New Jersey licensed engineer.
- 4. The Artist shall control the overall weight and structural integrity of each of the elements of the Artwork ensuring that they will not exceed live load design criteria as called for in engineering calculations sealed by a New Jersey licensed engineer and approved by Contractor's project architect/engineer (NAME OF ENGINEER).
- 5. The Artist shall use paints which ensure maximum color fading protection for the Artwork from exposure to UV rays.
- 6. The Artist shall provide all lighting equipment and fixtures (brackets and plugs) necessary for installation.
- c. The Artist shall provide complete construction management services for the Artwork, which shall include, but not be limited to the following:
- 1. Schedule all work to be performed on the Artwork by both on and off site suppliers, fabricators or workers.
- 2. Provide all necessary engineering information and supervision for layout of the proper installation devices to insure that the eventual installation of the Artwork will properly interface with the structure.
- d. The Artist shall provide the following upon completion of the Artwork.
- 1. Install, a plaque containing the title of the Artwork, Artist's name, credits and other information as per NJSCA guidelines. The plaque shall be publicly displayed at a size to be mutually agreed upon by NJ TRANSIT, and the Artist.
- 2. Delivery of complete archival documentation of the finished Artwork to the **NJSCA**:
 - a. All original designs, original drawings, and original presentation maquette.
 - b. 35mm slides, color and black and white photographs
 - c. A written physical description and statement of intent.

Such documentation shall be placed in the archives of the NJSCA and is to be supplied by the Artist not later than thirty (30) calendar days after the installation of the Artwork. Materials submitted must comply with the NJSCA documentation format for visual artwork. All such materials will remain joint property of NJ TRANSIT and the NJSCA.

ATTACHMENT D

CONTRACT DELIVERABLES

The following is a listing of contract deliverables that are required at the completion of each phase of this project. The detailed requirements of each deliverable item are specified in the NJSCA publication entitled "Procedures for Artists," a copy of which is attached hereto as part of this attachment.

Ref. 1.1.0 1.3.0 1.4.0 1.7.0	<u>Deliverable</u> Art Design and Installation Plan Time Schedule Comprehensive Site Plan/Elevations, Details Site Inspection
Construction/Project Phase Ref. 2.1.0 2.2.0 2.3.0 2.4.0 2.5.0 2.6.0 2.7.0 2.8.0 2.9.0	Deliverable Schedule and Progress Reports Meetings Correspondence Pre-Construction/Project Meeting Review and Approve Project Schedule Coordinate with Project Management Coordinate and Maintain Documentation Certification of Insurance Site Inspection/Field Observation Reports
Project Close-Out Phase Ref. 3.1.0 3.2.0	Deliverable Responsibilities Commencement
3.3.0	Project Close-Out Requirements 3.3.1 Complete Photo 3.3.2 Project Plaque 3.3.3 Submission of Copyright Form VA 3.3.4 Maintenance Schedule 3.3.5 Publicity Agreement with NJSCA 3.3.6 Final Cost Analysis 3.3.7 Final Payment

Design Development Phase

ATTACHMENT D ARTIST PROPOSAL FOR ARTWORK

TECHNICAL SPECIFICATIONS AND DRAWINGS FOR THIS PROJECT ARE NOT REPRINTED HERE DUE TO SIZE

New Jersey Transit Corporation Instructions To Bidders For Construction

Table of Contents

A.	ABBREVIATIONS AND DEFINITIONS1			
	A.1	ABBREVIATIONS	1	
	A.2	DEFINITIONS	1	
В.	COM	MUNICATIONS	1	
	B.1	OBTAINING BID DOCUMENTS	1	
	B.2	INQUIRIES AND REQUESTS FOR CLARIFICATION	1	
	B.3	ACKNOWLEDGMENT OF RECEIPT OF ADDENDA	2	
	B.4	IMPROPER COMMUNICATIONS	2	
	B.5	PRE-BID CONFERENCE	2	
C.	REG	SISTRATIONS, PREQUALIFICATION AND DBE CERTIFICATION	2	
	C.1	CORPORATE REGISTRATION	2	
	C.2	PREQUALIFICATION OF BIDDERS	3	
	C.3.	DISADVANTAGED BUSINE SS ENTERPRISES("DBE") GOAL ASSIGNMENT	4	
	C.4	DEPARTMENT OF LABOR REGISTRATION	4	
	C.5	OWNERSHIP DISCLOSURE	5	
	C.6	DISCLOSURE OF POLITICAL CONTRIBUTIONS (N.J.S.A. 19: 44A-20.27)	6	
	C.7	BUSINESS REGISTRATION NOTICE	6	
D.	ETH	ICAL REQUIREMENTS FOR BIDDERS	7	
	D.1	CODE OF ETHICS FOR BIDDERS	7	
	D.2	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY A VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION		
	D.3	STATE DEBARMENT AND SUSPENSION CERTIFICATION	9	
	D.4	LIMITATIONS ON LOBBYING	9	
	D.5	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	10	

New Jersey Transit Corporation Instructions To Bidders For Construction

Table of Contents

E.	BID	PREPARATION AND SUBMISSION PROCEDURES10
	E.1	EXAMINATION OF CONTRACT DOCUMENTS
	E.2	BID FORM QUANTITIES
	E.3	PREPARATION OF THE BID
	E.4	DBE FORMS AND CERTIFICATION
	E.5	BID GUARANTEE
	E.6	BID VALIDITY
	E.7	WITHDRAWAL OF BIDS
	E.8	SUBMISSION OF MULTIPLE BIDS
	E.9	SUBMISSION OF BIDS
F.	BID	OPENING14
	F.1	PUBLIC OPENING OF BIDS
	F.2	UNOPENED BIDS
	F.3	CONDITIONALLY ACCEPTED
G.	IRR	EGULAR BIDS15
	G.1	IRREGULARITIES AND NON-CONFORMANCES
	G.2	RIGHT TO REJECT OR WAIVE
н.	AWA	ARD AND EXECUTION OF CONTRACT16
	H.1	CALCULATION OF BIDS
	H.2	SINGLE BIDS
	H.3	DETERMINATION OF LOW BID
	H.4	AWARD PROCESS
	H.5	CANCELLATION OF AWARD
	H.6	CONTRACT BONDS

New Jersey Transit Corporation Instructions To Bidders For Construction

Table of Contents

	H. 7	EXECUTION OF CONTRACT	18
	H.8	FAILURE TO EXECUTE CONTRACT	18
	H. 9	RELIEF OF BIDDERS	18
	H. 10	RELEASE OF BID GUARANTEES	18
I.	PRO	TEST PROCEDURE	19
	1.1	PURPOSE	10
		PURPOSE	19
	1.2	DEFINITIONS	

A. ABBREVIATIONS AND DEFINITIONS

A.1 ABBREVIATIONS

See Article 1.1.1 of the General Provisions for Construction.

A.2 DEFINITIONS

See Article 1.1.2 of the General Provisions for Construction.

B. COMMUNICATIONS

B.1 OBTAINING BID DOCUMENTS

This Project is being bid by use of an electronic bidding process. Electronic bidding information is available on NJ TRANSIT's electronic bidding website: www.bidx.com. Registration and a subscription fee are required to access the Bid Documents. The Bidder shall download the bidding software. The Bidder shall not alter or in any way change the software.

The Bidder shall download all Bid documents from NJ TRANSIT's electronic bidding website. NJ TRANSIT assumes no responsibility for errors or omissions in the downloaded documents except as specifically provided for in the Contract Documents. The Bidder shall address questions or problems with downloading or using the electronic files, not the requirements of the Contract, to:

NJ TRANSIT Bid Express Administrator

E-Mail: <u>e-bidding@njtransit.com</u>

or

Bid Express Customer Support

Tel: (352) 381-4888 Fax: (352) 381-4444

E-Mail: customer.support@bidx.com

B.2 INQUIRIES AND REQUESTS FOR CLARIFICATION

All inquiries and requests for clarifications regarding the Contract Documents shall be submitted by e-mail to the Contract Specialist identified in the Special Provisions. Such requests shall state the Invitation for Bid (IFB) number and name of Project. Any response that NJ TRANSIT may choose to make will be by a written Addendum to the IFB. NJ TRANSIT will not be bound by any informal explanation, clarification, or interpretation, oral or written, by whosoever made, that is not incorporated into an Addendum to the IFB. All such Addenda will be posted on the electronic bidding website

prior to the opening of Bids. It is the obligation of the Bidder to check the website for Addenda. Certain Addenda will contain amendments to the IFB. The Bidder shall ensure that the Schedule of Items to be bid contains all applicable amendments. NJ TRANSIT has the right to reject Bids that do not contain an acknowledgement of all applicable Addenda to the Schedule of Items to be bid. No response may be made by NJ TRANSIT to inquiries received less than ten (10) calendar days prior to the scheduled Bid opening.

B.3 ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Bidders are required to acknowledge receipt of all Addenda on the Bid Form in the space provided. Failure to acknowledge receipt of all Addenda may be grounds for the rejection of a Bid as non-responsive.

B.4 IMPROPER COMMUNICATIONS

In accordance with N.J.S.A. 52:34-10.1, Bidders are advised that communications with NJ TRANSIT that in any way relate to an IFB shall only be conducted with the Contract Specialist, the authorized representative of the Contracting Officer in NJ TRANSIT's Procurement Department. All other contacts, with the exception of contacting NJ TRANSIT's Office of Business Development for matters related to Disadvantage Business Enterprise (DBE) requirements, are strictly prohibited and are considered improper.

Bidders are advised that violation of this prohibition, as required by <u>N.J.S.A.</u> 52:34-10.1, may result in the rejection of a Bid or the removal of the Bidder from consideration for award of this Contract.

B.5 PRE-BID CONFERENCE

A pre-bid conference may be held with prospective Bidders to review the IFB, Contract Documents and generally discuss the Project. The time and place will be specified in the Advertisement. Bidders are strongly encouraged to attend.

C. REGISTRATIONS, PREQUALIFICATION AND DBE CERTIFICATION

C.1 CORPORATE REGISTRATION

In accordance with N.J.S.A. 14A:13-3, a foreign corporation (i.e., a corporation for profit organized under the laws of a jurisdiction other than New Jersey) that contracts to do business with NJ TRANSIT must have a certificate of authority to do business in the State of New Jersey. To obtain a certificate of authority, a foreign corporation should contact the New Jersey Business Registration and Commercial Recording Services Line

at (609) 292-9292, or go to the State of New Jersey's Business Gateway Registry Services (NJBGS) website at www.state.nj.us/njbgs. The relevant documents, contained in the New Jersey Complete Business Registration Package (NJ-REG), instructions and customer service assistance are available from the above locations. No contract will be entered into by NJ TRANSIT with a Bidder unless the successful Bidder has obtained a certificate of authority to do business in New Jersey. In addition, all foreign companies must have a registered agent in the State of New Jersey upon whom process may be served and such information must be provided to NJ TRANSIT.

C.2 PREQUALIFICATION OF BIDDERS

In accordance with <u>N.J.A.C.</u> 16:72-2.4, prospective Contractors, prior to bidding on capital improvement projects, must be prequalified as to the character and amount of work for which they are permitted to submit Bids. Such prequalification shall be assigned to Contractors based on all factors related to Contractor responsibility as set forth in <u>N.J.A.C.</u> 16:72-1.4, and any pertinent information relating to the qualification of Contractors, ("Prequalification Classification and Rating").

A Prequalification Classification and Rating shall be assigned to Contractors based on information submitted by them in response to the Prequalification Questionnaire available through NJ TRANSIT's electronic bidding website. A fully completed Prequalification Questionnaire must be received by NJ TRANSIT no later than the submittal date identified in the Special Provisions. Failure of a prospective Bidder to submit its fully completed Prequalification Questionnaire by that date may result in a denial of Prequalification for the IFB.

The required prequalification character for the type of work and suggested minimum rating amount will be identified in the Special Provisions for the IFB. Prospective Bidders are advised that a key consideration in the evaluation, classification and rating of the Contractor is past experience with work similar both in nature and in magnitude to the prequalification classification and rating requested by the Contractor. Failure, either in the Prequalification Questionnaire or in any subsequent information provided by the prospective Bidder, to demonstrate responsible experience with work of the nature and magnitude of the classification and rating requested may result in NJ TRANSIT assigning a different classification, lower rating, or both, or a rejection of the Prequalification request pending the submission of evidence of prior responsible experience. The Prequalification Classification and Rating shall be valid for thirty-six (36) months from the date of the Notice of Classification letter.

Please note that the prequalification classification will only be conducted for those Bidders who have subscribed to NJ TRANSIT's electronic bidding service, have downloaded the relevant Bid Documents from NJ TRANSIT's electronic bidding website www.bidx.com, are intending to bid as a prime Contractor or as a member of a joint venture, and have submitted a completed Prequalification Questionnaire.

Firms seeking to submit Bids as Joint Ventures are advised that both firms must submit Prequalification Questionnaires independently, in addition to a Statement of Joint Venture form executed by both firms. A rating and classification shall be assigned to each firm and a determination shall be made as to the Joint Venture's eligibility to submit a Bid in response to this IFB only.

Two or more firms which maintain an ongoing Joint Venture relationship may request Prequalification as a single entity, provided they can demonstrate a past history of responsible performance as a single entity. In such event, the Prequalification Classification and Rating assigned to the entity shall be valid for thirty six (36) months.

C.3. DISADVANTAGED BUSINESS ENTERPRISES("DBE") GOAL ASSIGNMENT

Disadvantaged Business Enterprises, in accordance with the Department of Transportation (DOT) Regulations located at 49 C.F.R. Part 26, shall have the maximum opportunity to participate in the performance of this contract. The DBE subcontracting goals are identified in the Special Provisions for this Project.

C.4 DEPARTMENT OF LABOR REGISTRATION

Pursuant to The Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48, et seq., Bidders are advised that Contractors shall not Bid on any contract for public work unless the Contractor is registered in accordance with N.J.S.A. 34:11-56.51. Public work is defined in N.J.S.A. 34:11-56.26(5). A Bidder can only list Subcontractor(s) in its Bid proposal if the Subcontractor(s) is registered in accordance with N.J.S.A. 34:11-56.48, et seq. Contractors or Subcontractors, including a Subcontractor not listed in the Bid, shall not engage in the performance of any public work subject to the Contract, unless the Contractor or Subcontractor is registered pursuant to the Act.

The Bidder shall possess a valid Public Works Contractor Registration Certificate at time of Bid submission. The Bidder is requested to provide its Public Works Registration Certificate number with its Bid submission. If requested, proof of valid registration shall

be submitted to NJ TRANSIT, in care of the Contract Specialist, within seven (7) calendar days of NJ TRANSIT's request.

The Bidder shall, after the Bid is made and prior to the awarding of the contract, submit to NJ TRANSIT the Public Works Contractor Registration Certificate for all Subcontractors listed in the Bid in accordance with N.J.S.A. 34:11-56.55. Applications for registration from either the Contractor or any Subcontractor shall not be accepted as a substitute for a certificate of registration.

Registration forms, copies of the Act and other relevant information may be obtained by contacting:

New Jersey Department of Labor and Workforce Development Division of Wage & Hour Compliance P.O. Box 389

Trenton, New Jersey 08625-0389

Telephone: (609) 292-9464

Fax: (609) 633-8591

Companies not listed in the Bid that quote successfully as Subcontractors at any tier will be required to submit evidence of registration with the Department of Labor as part of the post-award Subcontractor approval process as detailed in General Provisions 1.9.2.

C.5 OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must complete a current, Ownership Disclosure Form prior to the receipt of the Bid or accompanying the Bid. The Ownership Disclosure Form must set forth the names and addresses of all stockholders in a corporation who own ten percent (10%) or more of its stock, or of all the individual partners in the partnership who own a ten percent (10%) or greater interest, or of all the members in the limited liability company who own a 10 percent or greater interest. If one or more stockholders, partners, or members is itself a corporation, partnership, or limited liability company, the stockholders holding ten percent (10%) of more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, or the members owning ten percent (10%) of greater interest in the limited liability company, shall also be listed.

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

Failure to submit the form will result in the rejection of the Bid.

C.6 DISCLOSURE OF POLITICAL CONTRIBUTIONS (N.J.S.A. 19: 44A-20.27)

The Bidder is advised of its responsibility to file an annual disclosure statement of any political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 if the Bidder receives \$50,000 or more in the aggregate through agreements or contracts with a public entity in a calendar year. It is the **Bidder's** responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

C.7 BUSINESS REGISTRATION NOTICE

Pursuant to <u>N.J.S.A.</u> 52:32-44 (a), "Business registration" means a business registration certificate issued by the Division of Revenue in the Department of the Treasury or such other form of verification or proof of registration as may be approved by the Division that a Contractor or Subcontractor is registered with the Department of the Treasury.

In accordance with <u>N.J.S.A.</u> 52:32-44, the Bidder shall provide NJ TRANSIT with its Business Registration Certificate and that of any named Subcontractor(s) prior to the time a Contract is awarded or authorized. The Bidder is requested to provide its Business Registration Certificate number and Taxpayer Identification (FEIN) with Bid submission. The business registration form (Form NJ-REG) can be found online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

No Contract with a Subcontractor shall be entered into by any Contractor unless the Subcontractor first provides proof of valid business registration. In conjunction with the

Subcontractor approval process detailed in General Provision 1.9.2, the Contractor shall provide a copy of the Business Registration Certificate for each Subcontractor.

D. ETHICAL REQUIREMENTS FOR BIDDERS

D.1 CODE OF ETHICS FOR BIDDERS

Bidders are informed that it is NJ TRANSIT policy that Bidders who do or may do business with NJ TRANSIT must avoid all situations where proprietary or financial interest, or the opportunity for financial gain, could lead a NJ TRANSIT officer or employee to secure favored treatment for any organization or individual.

Bidders must also avoid circumstances and conduct which may not constitute actual wrongdoing, or conflict of interest, but might nevertheless appear questionable to the general public, thus compromising the integrity of NJ TRANSIT. All Bidders must comply with NJ TRANSIT's Code of Ethics as set forth in Article 10.4 of the General Provisions for Construction.

D.2 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION.

This section is governed by the requirements set forth in 2 C.F.R. Parts 180 and 1200. By signing and submitting a Bid the prospective lower tier participant, defined as the Contractor and its Subcontractors, is providing the certification set out below. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NJ TRANSIT may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to NJ TRANSIT if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective lower tier participant agrees by submitting a Bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by NJ TRANSIT.

The prospective lower tier participant further agrees by submitting a Bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", without modification, in all lower tier covered transactions (valued at \$25,000 or more) and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall check the U.S. Government System for Award Management (SAM) database.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under the fourth paragraph above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, NJ TRANSIT may pursue available remedies including suspension and/or debarment.

The prospective lower tier participant certifies by submission of this Bid that neither it nor its principals (as defined at 2 C.F.R. Part 180.995) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. A participant may decide the method and frequency by which it determines the eligibility of its principals.

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant shall also be currently registered and active with no exclusion on the U.S. Government System for Award Management (SAM) database.

D.3 STATE DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder shall certify that neither it nor its principals are included on the State of New Jersey, Department of the Treasury, Consolidated Debarment Report or on the State of New Jersey, Department of Labor and Workforce Development, Division of Wage and Hour Compliance, Prevailing Wage Debarment List.

If the Bidder or its principals is included on such report, the Bidder may not be eligible for Award of Contract.

D.4 LIMITATIONS ON LOBBYING

(APPLICABLE FOR FEDERALLY FUNDED PROJECTS VALUED OVER \$100,000)

By signing and submitting a Bid, the prospective lower tier participant, defined as a Contractor or Subcontractor, is providing the signed certification set out below. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 <u>U.S.C.</u> 1352. Any person who fails to file or amend a declaration required to be filed or amended under 31 <u>U.S.C.</u> 1352 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit "Disclosure of Lobbying Activities," in accordance with its instructions.

- (3) At the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration previously filed in accordance with D.4.1 or D.4.2 above, Bidders shall file an updated certification or declaration, as appropriate, in accordance with 31 <u>U.S.C.</u> 1352.
- (4) The Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

D.5 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-55 et seq., a Bidder that, at the time of Bid opening, is identified on a list created pursuant to such law by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran as described in such law, shall be ineligible to, and shall not, bid on or enter into a contract with NJ TRANSIT. As required by such law, the Bidder must complete the certification with its Bid to attest under penalty of perjury, that neither the person or entity nor any of its parents, subsidiaries or affiliates is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. Failure to complete the certification will render the Bid non-responsive and shall result in a rejection of the Bid.

E. BID PREPARATION AND SUBMISSION PROCEDURES

E.1 EXAMINATION OF CONTRACT DOCUMENTS

The Bidder shall examine carefully the Contract Documents, project site and conditions affecting the procurement. By submitting a Bid, the Bidder acknowledges that he has carefully examined the Contract Documents and project site, and has satisfied himself as to the conditions affecting the procurement. NJ TRANSIT assumes no responsibility for any conclusions or interpretations made by the Bidder on the basis of the information made available by NJ TRANSIT.

E.2 BID FORM QUANTITIES

E.2.1 The quantities stipulated are approximate and are given only as a basis for the comparison of Bids. NJ TRANSIT does not expressly, or by implication, represent that the actual amount of work will correspond to the estimated quantities stipulated in the Bid Form.

NJ TRANSIT reserves the right to increase or decrease the amount of any class or portion of the Work or omit portions of the Work.

E.2.2 The Bid Form may include Pay Items that have been designated as Allowances. Such items may or may not be shown on the Contract Drawings. NJ TRANSIT, in its sole discretion, may or may not incorporate Allowances into the Project.

E.3 PREPARATION OF THE BID

- E.3.1 The Bidder shall ensure that all Addenda, including Amendments to the Bid Form, are applied to the Bid and properly acknowledged. The Bidder shall insert the price for each Pay Item in the appropriate box provided under the column designated "Unit Price". The only entries permitted in the Bid Form will be the lump sum prices or unit prices for items that shall be bid. The software will perform all extensions of the unit prices and calculate the total Bid amounts.
- E.3.2 Prices shall be provided for all items called for on the Bid Form. All Bid prices must be quoted in numeric form. When the Bidder intends to bid zero dollars (\$0.00) for a Pay Item, the Bidder shall insert a "0" in the appropriate box under the "Unit Price" column. Where no figure is provided by the Bidder in the "Unit Price" column for one or more Contract Items, the Bid will be considered to be nonconforming and shall be rejected.
- E.3.4 Alternate Bids for any item will not be considered unless specifically requested in the Bid.
- E.3.4 The Bidder shall check the Bid before submission using the software. The Bidder shall select "tools" and then select "check bid" and ensure there are no errors prior to submitting the electronic bid. For Bids submitted by Joint Ventures select "tools" from the software menu and mark the electronic bid as "Joint Bid." The Bidder may print a completed Proposal Form for their records after completing the Bid.

E.4 DBE FORMS AND CERTIFICATION

E.4.1 All Bidders shall refer to NJ TRANSIT's DBE Requirements for Federally Funded Construction Contracts and Subcontracts for the requirements concerning the DBE obligations and mandatory submissions for this Contract. In accordance with those requirements, the apparent low Bidder and the second low Bidder shall identify all DBE and Non-DBE subcontractors and suppliers proposed to participate in or those solicited for this contract, and must complete and submit the mandatory DBE Forms A, A1, A2,

B, and D, if applicable; the New Jersey Unified Certification Program (NJUCP) DBE certificate or letter; and any applicable supplemental forms AA, AA1, AA2 and BB to NJ TRANSIT, in the care of the Contract Specialist, within five (5) calendar days after the date for receipt of Bids. All negotiations between a Bidder and its DBE subcontractors much occur prior to the bid opening date.

The apparent low Bidder and second low Bidder are also required to submit DBE Certificates, as issued by the certifying agency, for each firm or Subcontractor listed on DBE Form A to NJ TRANSIT, in the care of the Contract Specialist, within five (5) calendar days after the date for receipt of Bids. Bidders are strongly encouraged to submit these forms with the Bid to prevent delay of award. Bidders are requested to review forms carefully and complete all forms in their entirety, with no blank fields. Failure to submit all mandatory forms within five (5) calendar days after the Bid opening date shall result in rejection of the Bid as non-responsible.

E.5 BID GUARANTEE

- E.5.1 Bids shall be accompanied by Bid Security, as defined in N.J.A.C. 16:72-1.2, in the form of a Bid Bond, Cashier's Check, Certified Check or irrevocable Letter of Credit drawn to the order of NJ TRANSIT, to serve as a guarantee that the Bidder will, upon NJ TRANSIT's acceptance of its Bid, execute contractual documents as may be required. Cash is not considered an acceptable form of security.
- E.5.2 Whenever the Bid Security accompanying the Bid is a Bid Bond in electronic form, the Bidder shall complete the electronic bond form. The Bidder shall ensure that the Bid Bond is properly completed and furnished by a corporation or corporations authorized to issue surety bonds in the State of New Jersey and listed in the current U.S. Treasury Department Circular 570 as of the date for the receipt of Bids and made payable to the New Jersey Transit Corporation.

Whenever the Bid Security accompanying the Bid is a Bid Bond in non-electronic form, the Bidder shall ensure that the Bid Bond is properly completed and furnished by a corporation or corporations authorized to issue surety bonds in the State of New Jersey and listed in the current U.S. Treasury Department Circular 570 as of the date for the receipt of Bids and made payable to the New Jersey Transit Corporation. The Bid Bond shall be delivered to NJ TRANSIT's Bid Desk located at One Penn Plaza East, 6th Floor, Newark, New Jersey, prior to the time and date set for the opening of Bids. Failure to

deliver such Bid Bond to NJ TRANSIT's Bid Desk prior to the time set for the opening of Bids shall result in rejection of the Bid as non-responsive.

E.5.3 Pursuant to N.J.A.C. 16:72-2.2, whenever the Bid Security is a Letter of Credit, it shall be issued by a Federally insured financial institution, within the meaning of the Act creating the Federal Deposit Insurance Corporation (12 U.S.C. 1811). When the Bid Security accompanying the Bid is a Cashier's Check or a Certified Check, it shall also be drawn on an account with **an "insured bank"** within the meaning of the Act creating the Federal Deposit Insurance Corporation (12 U.S.C. 1811).

The Letter of Credit, Cashier's Check or Certified Check shall be delivered to NJ TRANSIT's Bid Desk located at One Penn Plaza East, 6th Floor, Newark, New Jersey prior to the time and date set for the opening of Bids. Failure to deliver such Cashier's Check, Certified Check or irrevocable Letter of Credit to NJ TRANSIT's Bid Desk prior to the time set for the opening of Bids shall result in rejection of the Bid as non-responsive.

Cashier's Checks, Certified Checks or irrevocable Letters of Credit based on accounts with or guaranteed by persons, corporations or institutions other than those identified in the preceding paragraph shall not be considered acceptable Bid Security and the Bid shall be declared non-responsive and will result in a rejection of the Bid.

E.5.4 The amount of the Bid Security shall equal ten percent (10%) of the total amount Bid.

A Bid shall be rejected as non-responsive if it is not accompanied by satisfactory Bid Security.

E.6 BID VALIDITY

NJ TRANSIT reserves the right to issue a Notice of Award to the successful Bidder, as determined by NJ TRANSIT, at any time for a period of one hundred-twenty (120) calendar days following the date of Bid opening. If necessary, requests for extensions of the date for issuance of the notice of award may be made by NJ TRANSIT by written request to Bidders. The Bid shall remain valid through the date NJ TRANSIT fully executes the contract.

F.7 WITHDRAWAL OF BIDS

Bids may be withdrawn at any time prior to the time specified for the opening of Bids by using the "Tools" feature of the software, selecting "View Submitted Bids" and then

selecting "Withdraw Bid." The withdrawal of a Bid does not prejudice the right of the Bidder to file a new Bid. Withdrawals received after the time specified for the opening of Bids are subject to N.J.A.C. 16:72-2.19.

E.8 SUBMISSION OF MULTIPLE BIDS

Submission of more than one Bid from an individual, firm, partnership, corporation or combination thereof under the same or different names shall be cause for disqualification of the Bids submitted by such entities. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof, is interested as a principal in more than one Bid for the procurement contemplated may cause the rejection of all Bids submitted by such individual, firm, partnership, corporation, or combination thereof.

E.9 SUBMISSION OF BIDS

- E.9.1 Once the Bidder has completed its Bid, the Bidder shall submit the electronically signed Bid via the Internet. The Bidder shall ensure delivery of its Bid with all required components and attachments.
- E.9.2 The Bidder is solely responsible for any and all errors and for timely submission of the Bid, all components thereof, and all attachments thereto, through the electronic bidding system; NJ TRANSIT assumes no responsibility for any claim arising from the failure of any Bidder or of the electronic delivery system to cause any Bid, Bid component, or attachment to not be delivered to NJ TRANSIT on or before the time set for Bid opening.

F. BID OPENING

F.1 PUBLIC OPENING OF BIDS

Bids will be publicly opened and read aloud at the advertised time and place set for such Bid opening, unless NJ TRANSIT extends the time for opening of Bids. NJ TRANSIT reserves the right at its sole discretion to extend the time for opening of Bids at any time prior to the opening of the Bids. Their contents will be made public for the information of Bidders and other interested parties.

F.2 UNOPENED BIDS

NJ TRANSIT may reject a Bid and leave the Bid unopened, if the Bidder has not been prequalified in accordance with Paragraph C.2, above, or for other material violations of NJ TRANSIT's bidding requirements.

F.3 CONDITIONALLY ACCEPTED

All Bids opened by NJ TRANSIT shall be considered conditionally accepted pending NJ TRANSIT's detailed review and examination of the Bids.

G. IRREGULAR BIDS

G.1 IRREGULARITIES AND NON-CONFORMANCES

- A. Bids will be considered irregular and shall be rejected for the following reasons:
 - 1. If the Bid materially fails to conform to the requirements of the Invitation for Bids
 - 2. If the Bid is received from a firm which is not adequately prequalified or is otherwise determined to be not responsible.
 - 3. If the Bid is not received by the specified date and time.
 - 4. If the Bidder fails to furnish Bid Security in accordance with Paragraph E.5.
 - 5. If the Bidder takes material exception to any of the Bid requirements.
 - 6. If the Bid is not digitally signed by the authorized representative of the Bidder.
 - 7. If the Bidder fails to deliver before receipt of the bid or with the bid, the Ownership Disclosure Form as required by N.J.S.A. 52:25-24.2.
 - 8. If the Bidder fails to complete the Disclosure of Investment Activities in Iran certification.
 - 9. If the Bidder or any named Subcontractor is not registered pursuant to the Public Works Contractor Registration Act, <u>N.J.S.A.</u> 34:11-56.48 <u>et seq.</u>, at the time the bid is made.
- B. Bids will be considered irregular and may be rejected for the following reasons:
 - 1. If the Bidder fails to comply with all material EEO/DBE requirements.
 - 2. If the Bidder fails to submit or complete any of the mandatory DBE forms.
 - 3. Subject to Paragraph G.2, if the Bid is not properly completed.
 - 4. If all Addenda are not properly acknowledged by the Bidder.
 - 5. If the Bid contains prices that are materially unbalanced.
 - 6. For other reasons, if NJ TRANSIT deems it advisable to do so in the public interest.

G.2 RIGHT TO REJECT OR WAIVE

NJ TRANSIT, in its sole discretion, reserves the right to reject any and all Bids and to waive informalities and minor irregularities in Bids received, notwithstanding other provisions of the Contract Documents.

H. AWARD AND EXECUTION OF CONTRACT

H.1 CALCULATION OF BIDS

- H.1.1 After the Bids are opened and read, they will be compared on the basis of the correctly determined summation of the correctly determined products of all the quantities for Contract Items shown in the Bid multiplied by the unit prices Bid. The results of such comparisons will be made available to the public. Award will be made on the basis of the correct total Contract price.
- H.1.2 In the event an error is encountered with the software and a discrepancy exists between the unit price Bid for any Contract Item and the extension shown for that item under the column of the Bid designated "Extension," the unit price shall govern.

H.2 SINGLE BIDS

If only one Bid is received in response to the Invitation for Bids, a detailed cost proposal may be requested of the single Bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

H.3 DETERMINATION OF LOW BID

The award of the firm-fixed-price Contract, if it is awarded, will be to that responsible Bidder whose Bid, conforming to the Invitation for Bids, is lowest in price.

H.4 AWARD PROCESS

Contract Award is a process initiated by NJ TRANSIT when it issues the Notice of Award, includes the period when the Contractor executes and returns the Contract, and is completed when NJ TRANSIT executes the Contract.

H.5 CANCELLATION OF AWARD

NJ TRANSIT reserves the right to cancel the Award of any Contract before execution of the Contract by NJ TRANSIT, even if it has been executed by the Contractor, if NJ TRANSIT deems such cancellation to be in its best interests. In no event will NJ TRANSIT have any liability for the cancellation of such award. The Contractor assumes sole risk and responsibility for any expenses incurred prior to execution of the Contract and shall not commence work until receipt of the written Notice to Proceed.

H.6 CONTRACT BONDS

Pursuant to N.J.S.A. 2A: 44-143 through 147, as amended, and N.J.A.C. 16:72-2.3 the Bidder to whom the Contract is awarded shall furnish the following bonds in a form substantially similar to that provided by NJ TRANSIT.

- H.6.1 A Performance Bond equal to one-hundred percent (100%) of the Contract price to secure fulfillment of the Contractor's obligations specified in the Contract.
- H.6.2 A Payment Bond equal to one-hundred percent (100%) of the Contract price to protect firms or persons supplying labor or materials to the Contractor for the performance of work provided for in the Contract.
- H.6.3 Performance and Payment Bonds must be executed by surety companies licensed to do business in the State of New Jersey and listed in the U.S. Treasury Department Circular 570 as of the date for receipt of Bids.
- H.6.4 Provisions of the Performance and Payment Bonds shall not limit any liability of the Contractor to NJ TRANSIT.
- H.6.5 The Performance and Payment Bonds shall continue in full force and effect until receipt by NJ TRANSIT of Contractor affidavits of payments, debts, claims and until final Acceptance of the Work.
- H.6.6 All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing the consent of the Surety or Sureties on the Performance Bond and Payment Bond.
- H.6.7 The Performance and Payment Bonds will be paid for at the lump sum price bid therefore or at the actual cost of the Bonds to the Contractor, whichever price may be lower. Payment for the Bonds will be made only upon delivery to the Engineer of a receipted bill for the Bonds.
- H.6.8 If any Surety upon any Bond furnished in connection with this Contract becomes unacceptable to NJ TRANSIT, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of NJ TRANSIT and of persons supplying labor or materials in the prosecution of the Work contemplated by the Contract.

H.7 EXECUTION OF CONTRACT

Within ten (10) calendar days of receipt of a Notice of Award, the Bidder to whom the Contract is awarded shall deliver to NJ TRANSIT the Bonds, specified certificates and policies of insurance, and other specified documents required herein by NJ TRANSIT and shall properly execute two (2) copies of the Contract by signing the Contract Execution Form, as shown in Appendix C of the General Provisions. NJ TRANSIT will execute both copies of the Contract and will return one (1) copy to the Contractor.

H.7.1 This contract is subject to the provisions of <u>N.J.S.A.</u> 10:2-1 through 10:2-4 and <u>N.J.S.A.</u> 10:5-31 <u>et seq.</u> (P.L. 1975, c.127), and in accordance with the rules and regulations promulgated pursuant thereto, the Bidder agrees to comply with the following:

At the time the signed contract is returned to NJ TRANSIT, the Bidder that has been awarded the Contract shall submit to NJ TRANSIT and the New Jersey Department of Treasury, Division of Public Contracts, Equal Employment Opportunity Compliance and Initial Project Workforce Report (Form AA-201) consisting of forms provided by NJ TRANSIT and completed by the Contractor in accordance with Subchapter 7 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127. Contractors shall comply with NJ TRANSIT's General Provisions for Construction, Article 11.2 entitled "Equal Opportunity."

H.8 FAILURE TO EXECUTE CONTRACT

Failure of a Bidder to whom the Contract is awarded to execute the Contract or to file acceptable bonds or certificates and policies of insurance, as provided herein, shall be just cause for the annulment of the award and the forfeiture of such Bidder's Bid Security.

H.9 RELIEF OF BIDDERS

No Bidder shall be relieved of his Bid, nor shall any change be made in his Bid, because of a mistake, except as provided under applicable New Jersey Statutes and Administrative Codes.

H.10 RELEASE OF BID GUARANTEES

Within thirty (30) calendar days of Bid opening, NJ TRANSIT will release or return, as appropriate, the Bid Security of all but the two lowest responsible Bidders. The Bid Security of the two lowest Bidders shall be released or returned upon execution and

delivery of the Contract and Performance and Payment Bonds by the Bidder to whom the Contract has been awarded as required by H.6.

I. PROTEST PROCEDURE

I.1 PURPOSE

This section describes the policies and procedures governing the receipt and resolution of bid protests in connection with an Invitation for Bid (IFB).

1.2 DEFINITIONS

Definitions Applicable to Instructions to Bidders, Section I, entitled "Protest Procedure"

- a. "File" and "Submit" mean date of receipt by NJ TRANSIT's Contracting Officer.
- b. "Federal Law or Regulation" means any valid requirement imposed by Federal statue or regulation governing contracts awarded pursuant to a grant agreement between NJ TRANSIT and the FTA. This includes the requirements as stated in FTA Circular 4220.1F.
- c. "Contracting Officer" means the Chief of Procurement & Support Services or his designee as indicated in the solicitation document.
- d. "Interested Party" means a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue.

1.3 PROCEDURE

I.3.1 Parties

Only an Interested Party may file a protest.

1.3.2 Types of Protests/Time Limits

- a. Protests based upon a challenge to the specifications or alleged improprieties in NJ TRANSIT's procurement process must be filed no later than fourteen (14) calendar days prior to the Bid opening date.
- b. Protests based upon alleged improprieties of a Bid submission shall be filed no later than five (5) business days after the apparent Bid results are posted to the Bid Express website.
- c. Protests based upon the rejection of a Bid shall be filed no later than five (5) business days after the protestor receives notification of rejection from NJ TRANSIT.
- d. Protests based upon the award of a contract shall be filed no later than five (5) business days after receipt of NJ TRANSIT's Notice of Intent to Award.

e. All protests must be filed in writing. Oral protests will not be accepted.

1.3.3 Where To File

Protests must be filed directly with NJ TRANSIT's Contracting Officer at the address below and identifying the IFB Number.

Contracting Officer
NJ TRANSIT
One Penn Plaza East, Sixth Floor
Newark, NJ 07105

IFB	NO.:	

1.3.4 The Protest

- a. The protest must contain the following information:
 - (i) The name, address and telephone number of the protestor.
 - (ii) Identity of the IFB (by number and description).
 - (iii) A statement of the specific grounds for protest and any supporting documentation. Additional materials in support of the protest will only be considered if filed within the time limits set in Paragraph 1.3.2.
 - (iv) An indication of the ruling or relief desired from NJ TRANSIT.

1.3.5 Confidentiality of Protest

Material submitted by a protestor will not be withheld from any interested party, except to the extent that the withholding of information is permitted or required by law or regulation. If the protestor considers that the protest contains proprietary material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest documents and the alleged proprietary information must be so identified wherever it appears. In the event that a public request is made for materials that the protestor has identified as confidential, NJ TRANSIT shall have the sole discretion and final authority to determine whether the materials are exempt from public disclosure and shall take action as required by applicable law.

1.3.6 Protest Procedures for 1.3.2A: Challenges to a Specification

(a) An Interested Party finding cause to challenge a specification contained within the IFB may submit a written protest to NJ TRANSIT's Contracting Officer setting forth in detail the grounds for such protest.

- (b) A written protest may be submitted by a Bidder only after NJ TRANSIT has formally responded to any questions raised by Bidders and must be submitted at least fourteen (14) calendar days prior to the Bid opening date to permit a review of the merits of the protest and to take appropriate action, as may be necessary, prior to the scheduled deadline for proposal submission.
- (c) A protest of a specification of any advertised IFB shall contain the following:
 - (i) Identification of the IFB number; and
 - (ii) The specification(s) at issue and the specific grounds for challenging the cited specification(s), including all arguments, materials, or other documentation in support of the protestor's position.
- (d) NJ TRANSIT's Contracting Officer may disregard a protest not containing all of the items set forth in (c) above.
- (e) NJ TRANSIT's Contracting Officer may, upon timely receipt of a protest of a specification, issue a final written decision on the protest prior to the Bid opening date. Where a decision is issued, such determination shall be a final agency decision. NJ TRANSIT's Contracting Officer has the sole discretion to determine if an in-person presentation by the protestor is necessary to reach an informed decision on the protest.
- (f) NJ TRANSIT's Contracting Officer may resolve a protest of a specification by amending the IFB and extending the deadline for proposal submission, by canceling the procurement, or by any other appropriate means.
- 1.3.7 Protest Procedures for 1.3.2 (b), (c), and (d): Challenges to a Bid Submission, Bid Rejection or Contract Award.
 - (a) A protestor who finds cause to protest in accordance with Section I.3.2 (b), (c), or (d), as set forth above, may submit a written protest to NJ TRANSIT's Contracting Officer setting forth in detail the grounds for such protest. All written protests must conform to the time requirements as set forth above. Failure to timely submit a protest may result in the disregard of a protest.
 - (b) The written protest shall contain the following information:
 - (i) Identification of the IFB number;
 - (ii) The specific grounds for the protest, including all arguments materials and/or other documentation that may support the protestor's position;
 - (iii) A statement as to whether the protestor requests an opportunity for an inperson presentation and the reason(s) for the request. The opportunity for in-person presentation is at the sole discretion of the NJ TRANSIT Contracting Officer and subject to the terms of I.3.6(c)(i) set forth below.

(iv) Failure by a protestor to include all required information may result in disregard

of the protest.

- (c) Protests accepted by NJ TRANSIT shall be resolved in writing on the basis of NJ TRANSIT's review of the record, including, but not limited to, the written protest, the terms, conditions and requirements of the IFB, pertinent administrative rules, statutes, and case law, and any associated documentation NJ TRANSIT deems appropriate. In cases where no in-person hearing is held, the written record shall, in and of itself, constitute a hearing. The determination by NJ TRANSIT shall be a final agency decision.
 - (i) NJ TRANSIT has the sole discretion to determine if an in-person presentation by the protestor is necessary to reach an informed decision on the matter(s) of the protest. In-person presentations are for the benefit of NJ TRANSIT. NJ TRANSIT also has the discretion to limit attendance at an in-person presentation, when granted.
 - (ii) NJ TRANSIT's decision will address only the issues raised originally by the protestor.

1.3.8 Request for Additional Information

- (a) NJ TRANSIT's Contracting Officer, or designee, is entitled to request, receive, and review copies of any and all records and documents deemed appropriate and relevant to the issues and arguments set forth in the protest. Upon receipt of a request by NJ TRANSIT's Contracting Officer, or designee, the protestor shall promptly provide the requested records and documents free of charge within the time frame specified by NJ TRANSIT.
- (b) If the protesting protestor fails to comply with the provisions of this section, such failure may constitute a reasonable basis for NJ TRANSIT to resolve the protest against the protestor submitting the protest. Failure of a protestor to comply expeditiously with a request for information as specified by NJ TRANSIT's Contracting Officer, or designee, may also result in determination of the protest without consideration of the additional information.
- (c) NJ TRANSIT's Contracting Officer, or designee, may also consider relevant information requested and received from other parties deemed appropriate by NJ TRANSIT.

1.3.9 Procurement Process Status

Upon timely receipt of a protest, NJ TRANSIT will delay the opening of Bids until after resolution of the protest for protests filed prior to the Bid opening, or withhold award

until after resolution of the protest for protests filed after Bid opening. However, NJ TRANSIT may open Bids or award a contract whenever NJ TRANSIT, at its sole discretion, determines that:

- a. The items or work to be procured are urgently required; or
- b. Delivery or performance will be unduly delayed by failure to make the award promptly or;
- c. Failure to make prompt award will otherwise cause undue harm to NJ TRANSIT or the Federal Government.

1.3.10 Federal Transit Administration (FTA) Involvement

Where procurements are funded by the FTA, the protestor may protest to the FTA only where the protest alleges that NJ TRANSIT failed to have or to adhere to its protest procedures, failed to review a complaint or protest, or violated a Federal law or regulation. Any protest to the FTA must be filed in accordance with the requirements set forth in FTA Circular 4220.1F.