

**APPENDIX C
CONTRACT EXECUTION FORM**

CONTRACT NO. 17-053X

This Agreement made this 18th day of October 20 18, between the New Jersey Transit Corporation, hereinafter referred to as NJ TRANSIT, and John O'Hara Company, Inc. 25 Kearney Street, East Orange, NJ 07017 hereinafter referred to as the Contractor.

WITNESSETH:

Whereas, the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by NJ TRANSIT, hereby covenants and agrees to furnish and deliver all materials and to do and perform all work and labor required to complete the Henderson Street Substation at Hoboken Terminal within 990 calendar days from the issuance of the official notice to proceed, in strict and entire conformity with the specifications for the project, which said specifications are as follows and are hereby made a part of this Contract as fully and with the same effect as if the same had been set forth at length in the body of this Contract:

Bidders Proposal
Performance / Payment Bond
Non-Collusion Affidavit
New Jersey Prevailing Wage Determination
Federal Prevailing Wage Determination
Prevailing Wage Affidavit
Contractor's Certification of Eligibility
Affidavit of Compliance
Ownership Disclosure
Disclosure of Investment Activities in Iran
Federal EEO Provisions for Construction Contracts
State EEO Provisions for Construction Contracts
Certification for Contracts, Grants, Loans and Cooperative Agreements
Buy America Certificate
DBE Provisions
General Provisions
Special Provisions
Technical Provisions
Addendum: 1-7

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

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

In consideration of the premises, NJ TRANSIT hereby agrees to pay to the Contractor for the said work when completed in accordance with the said specifications, the sum of **\$18,060,638.11**. It is understood that payments shall be the total of the unit prices written in this Contract for the work actually done.

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

ATTEST:



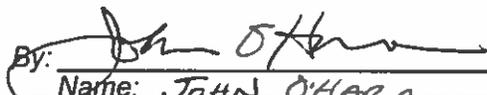
NEW JERSEY TRANSIT CORPORATION

By: 
Contracting Officer

ATTEST:


Name: James Pittman
Title: VP

JOHN O'HARA COMPANY, INC.

By: 
Name: JOHN O'HARA
Title: PRESIDENT

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

GURBIR GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By:  2/11/18
Deputy Attorney General
Aziz Nekoukar



STATE OF NEW JERSEY
Department of Labor and Workforce Development
Division of Wage and Hour Compliance - Public Contracts Section
PO Box 389
Trenton, NJ 08625-0389

PREVAILING WAGE RATE DETERMINATION

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

Prevailing Wage Rate

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

W = Wage Rate per Hour **B** = Fringe Benefit Rate per Hour* **T** = Total Rate per Hour

* Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

Apprentice Rate Schedule

An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.

PREVAILING WAGE SCHEDULES FOR THIS PROJECT ARE NOT REPRINTED
HERE DUE TO SIZE