

**APPENDIX C
CONTRACT EXECUTION FORM**

CONTRACT NO.

This Agreement made this 21 day of July 2022, between the New Jersey Transit Corporation, hereinafter referred to as NJ TRANSIT, and **Union Paving and Construction Co., Inc. 1140 Globe Ave, Mountainside, NJ 07092** 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 **Delco Lead Storage & Inspection Facility And County Yard Improvements - GC.01 within 365 Consecutive Calendar Day** 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:

Contractor's Bid Proposal
Performance / Payment Bond
Non-Collusion Affidavit
New Jersey Prevailing Wage Determination
Federal Prevailing Wage Determination
Prevailing Wage Affidavit
Contractor's Certification of Eligibility
Affidavit of Compliance
Ownership Disclosure
Disclosure of Investment Activities in Iran
Federal EEO Provisions for Construction Contracts
State EEO Provisions for Construction Contracts
Certification for Contracts, Grants, Loans and Cooperative Agreements
Certification of No Tax Liability or Felony Conviction
Buy America Certificate
DBE Provisions
General Provisions
Special Provisions
Technical Provisions
Addendum: 3

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 **\$6,080,015.00**. It is understood that payments shall be the total of the unit prices written in this Contract for the work actually done.

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


ATTEST:




NEW JERSEY TRANSIT CORPORATION

By: 
_____ Contracting Officer

ATTEST:



_____ Name: Scott Woodfield
Title: Secretary/Treasurer

CONTRACTOR

By: 
_____ Name: Gerard L Burdi
Title: President

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

MATTHEW J. PLATKIN
ACTING ATTORNEY GENERAL OF NEW JERSEY


_____ Deputy Attorney General

PURCHASE ORDER INSTRUCTIONS

ALL PACKAGES MUST BE ACCOMPANIED BY A PACKING SLIP. REFERENCE PURCHASE ORDER NUMBER, PURCHASE ORDER LINE NUMBER, AND NJT CATLOG NUMBER ON ALL INVOICES, PACKING SLIPS AND BILLS OF LADING. INVOICES WITHOUT PURCHASE ORDER NUMBERS WILL BE RETURNED. VENDOR MUST SUPPLY ORIGINAL NON-CONSTRUCTION INVOICE AND ANY FREIGHT BILLS IN EXCESS OF \$100 TO:

E-MAIL: INVOICES@NJTRANSIT.COM

IMPORTANT - ONE INVOICE AND ALL OF ITS SUPPORTING DOCUMENTS MUST BE INCLUDED IN A PDF FORMAT. PURCHASE ORDER NUMBER -INVOICE NUMBER. MULTIPLE FILES MAY BE INCLUDED IN ONE E-MAIL. CONSTRUCTION INVOICES SHOULD CONTINUE TO BE SENT TO THE CONSTRUCTION MANAGER. VENDOR MUST ALSO SUPPLY A COPY OF INVOICE(S) TO CONSIGNEE. VENDOR: IF PRICE ON PO DOES NOT MATCH, DO NOT SHIP MATERIAL, CONTACT BUYER.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT ACCOUNTS PAYABLE CUSTOMER RELATIONS AT APCC@NJTRANSIT.COM AND SOMEONE WILL BE ABLE TO ASSIST YOU.

PURCHASE ORDER NO 230001735		REV NO 0	
VENDOR NO [REDACTED]		ISSUE DATE 07/19/22	
DATE CHANGED		PAGE NO 1	

SUPPLIER: Union Paving & Construction Co Inc 1140 GLOBE AVE MOUNTAINSIDE, NJ, 07092-2904	SHIP TO: NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246	BILL TO: NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246
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BUYER: Veronica Otero	VOTERO@NJTRANSIT.COM	NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES PURSUANT TO SECT 9(A)(1), OF NJSA 54:32B-1 ET SEQ. FEDERAL T.I.N.: [REDACTED] TAX EXEMPT #S [REDACTED]
TERMS NET 45	FREIGHT TERMS 100	FOB DESTINATION
		QUOTATION NO

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

LINE NUMBER	ITEM NUMBER/ MPN/MFR /DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	AMOUNT
1	CONTRACT #:22-009X SOURCE DOCUMENT: Delco Lead Storage & Inspection Facility And County Yard Improvements - GC.01 PM: Ed Fang The Total Expenditure Amount For This Purchase Order Shall Not Exceed \$6,080,015.00. Refer to NJ TRANSIT Contract No. 22-009X for the Complete Terms and Conditions of this Agreement. MR #500000619984 GL #1.8840.50305.NHZ3000.C.000.00000.00000 Delco Lead & County Yard: GC01 Construction Contract No. 22-009X - Union Paving and		5530015	\$	1	5,530,015.00

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PURCHASE ORDER NO 230001735		REV NO 0	
VENDOR NO [REDACTED]		ISSUE DATE 07/19/22	
DATE CHANGED		PAGE NO 2	


SUPPLIER: Union Paving & Construction Co Inc 1140 GLOBE AVE MOUNTAINSIDE, NJ, 07092-2904	SHIP TO: NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246	BILL TO: NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246
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TERMS NET 45	FREIGHT TERMS 100	FOB DESTINATION	QUOTATION NO	FEDERAL T.I.N.: TAX EXEMPT #S [REDACTED]
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LINE NUMBER	ITEM NUMBER/ MPN/MFR /DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	AMOUNT
2	Construction Co., Inc. Retainage- 5% MR #500000619984 GL #1.8840.50305.RXK4000.C.000.00000.00000 Delco Lead & County Yard: GC01 Construction Contract No. 22-009X - Union Paving and Construction Co., Inc Retainage- 5%		550000	\$	1	550,000.00
** TOTAL:						\$ 6,080,015.00

<input checked="" type="checkbox"/>	WHEN THIS BOX IS CHECKED, THE TERMS AND CONDITIONS OF THE ATTACHED CONTRACT REPLACES THOSE SHOWN ON THE REVERSE SIDE OF THIS PURCHASE ORDER.	Authorized NJ Transit Signature / Date  7/21/22
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