

**NJ TRANSIT CORPORATION**  
**INVITATION FOR BID NO. 17-026X**

**SPECIAL PROVISIONS FOR**  
**BAY HEAD YARD SUBSTATION REPLACEMENT**  
**BAY HEAD, NEW JERSEY**

## TABLE OF CONTENTS

SP-1	INQUIRIES AND REQUESTS FOR CLARIFICATION (B.2).....	1
SP-2	PREQUALIFICATION OF BIDDERS (C.2) .....	1
SP-3	DBE GOAL ASSIGNMENT (C.3).....	2
S.P.4	DBE FORMS AND CERTIFICATION (E.4.1).....	3
SP-5	BID VALIDITY (E.6) .....	3
SP-6	PERMITS, LAWS AND REGULATIONS (1.6) .....	4
SP-7	INDEPENDENT CONTRACTOR (1.8).....	4
SP-8	DESCRIPTION OF WORK (1.18).....	5
SP-9	TIME OF COMPLETION – DELAY – LIQUIDATED DAMAGES (2.1) .....	6
SP-10	NO DAMAGES FOR DELAY (2.2).....	6
SP-11	USE OF PREMISES (4.2).....	7
SP-12	PROTECTION AGAINST DAMAGE (4.5).....	8
SP-13	PROTECTION OF PUBLIC UTILITIES (4.7) .....	9
SP-14	MAINTENANCE OF MARINE TRAFFIC (4.10) .....	9
SP-15	MAINTENANCE OF RAILROAD TRAFFIC (4.11) .....	9
SP-16	ARTS IN TRANSIT (4.13) .....	9
SP-17	FIELD OFFICE AND SANITARY FACILITIES (5.2).....	10
SP-18	CONSTRUCTION SIGN (5.3).....	10
SP-19	CONSTRUCTION PROJECT SCHEDULE (6.2) .....	10
SP-20	MATERIAL-WORKMANSHIP-LABOR (7.2).....	11
SP-21	INSPECTION OF WORK (7.3) .....	12
SP-22	NEW JERSEY PREVAILING WAGE ACT (11.1).....	13
SP-23	EMPLOYEE PROTECTIONS-CONSTRUCTION ACTIVITIES (14.1).....	13
SP-24	RCRA REQUIREMENTS: BUILDING INSULATION PRODUCTS AND FLY ASH IN CONCRETE (14.10) .....	13
SP-25	NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS.....	13
EXHIBIT A	SIGN STANDARDS MANUAL EXCERPT – CONSTRUCTION SIGN .....	15

**NEW JERSEY TRANSIT CORPORATION  
SPECIAL PROVISIONS  
FOR  
BAY HEAD YARD SUBSTATION REPLACEMENT**

**INVITATION FOR BID NO. 17-026X**

**MODIFICATIONS TO INSTRUCTION TO BIDDERS**

**NOTE:** References shown thus ( ) for SP-1, SP-2, SP-3, SP-4 & SP-5 refer to article numbers in the NJ TRANSIT Instructions to Bidders.

**SP-1 INQUIRIES AND REQUESTS FOR CLARIFICATION (B.2)**

*In Section II, Instructions to Bidders for Construction, Article B. Communications, Article B.2, Instructions to Bidders add the following:*

All inquiries and requests for clarifications shall be submitted to the NJ TRANSIT Procurement Department to the attention of:

Ms. Maggie Sotolongo  
Principal Contract Specialist  
NJ TRANSIT  
Procurement Department  
One Penn Plaza East, 6<sup>th</sup> Floor  
Newark, NJ 07105  
Office: (973) 491-7588  
Fax: (973) 232-1892  
[msotolongo@njtransit.com](mailto:msotolongo@njtransit.com)

*Delete the last sentence of Article B.2 and replace with the following:*

All inquiries and requests for clarifications are due by August 28, 2018 (COB). No response may be made by NJ TRANSIT to inquiries received after this due date.

**SP-2 PREQUALIFICATION OF BIDDERS (C.2)**

*The following is hereby added to the end of Article C.2, Instruction to Bidders:*

All General Contractors (GCs) must be prequalified by NJ TRANSIT prior to submitting a bid. All General Contractors (GCs) must be prequalified for BR (Building Construction– Rail (Operating Railroad Environment) with a minimum rating of “P” \$15,000,001 to \$20,000,000.

The completed prequalification questionnaire shall be submitted to:

Ms. Maggie Sotolongo  
Principal Contract Specialist  
NJ TRANSIT  
Procurement Department  
One Penn Plaza East  
Newark, NJ 07105  
Office: (973) 491-7588  
Fax: (973) 232-1892  
[msotolongo@njtransit.com](mailto:msotolongo@njtransit.com)

The completed prequalification questionnaire is due by August 28, 2018.

### **SP-3 DBE GOAL ASSIGNMENT (C.3)**

*Add the following Paragraphs to Disadvantaged Business Enterprises (“DBE”) Goal Assignment (C.3) to the Instructions to Bidders:*

As an aid in meeting its commitment to the Disadvantaged Business Enterprise (DBE) Program, NJ TRANSIT has assigned a race neutral 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 all 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 breach of contract, which may result in the termination of the contract or other such remedy, as NJ TRANSIT deems appropriate.

The Contractor shall refer to the DBE Requirements for Federally Funded Construction Contracts and Subcontracts included in the IFB for the requirements concerning the DBE obligations and mandatory submissions for this contract. In accordance with those requirements, the Contractor shall identify all DBE and Non-DBE subcontractors and suppliers proposed to participate in or solicited for this contract, and complete and submit the mandatory required forms (A, A1, A2, and B) with their bid or within five (5) calendar days of the bid opening date. Contractors 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.

Any questions regarding the DBE requirements or the mandatory required forms for this contract should be directed to Melisa Campusano, of the Office of Business Development (OBD) at (973) 491-8614.

Should the actual contract amount increase or decrease, through approved change order(s), OBD must be informed. OBD will determine if this will result in an adjustment to DBE participation to reflect the assigned DBE goal.

#### **S.P.4 DBE FORMS AND CERTIFICATION (E.4.1)**

*Add the following to Paragraph E.4.1 to the Instructions to Bidders:*

The Contractor shall refer to NJ TRANSIT's DBE Requirements for Federally Funded Construction Contracts and Subcontracts, which is included as an attachment, for instructions, guidance, and explanations for DBE program obligations under this Contract.

For this Contract, the apparent low Bidder and the second low Bidder shall identify all DBE and non-DBE subcontractors, subconsultants, and suppliers proposed to participate in and those solicited for this Contract, and shall complete and submit the mandatory DBE Forms A, A1, A2, and B. The apparent low Bidder and the second low Bidder must also submit NJ Unified Certification Program (NJUCP) certificate or letter for all potential DBE subcontractors. Additionally, the apparent low Bidder and the second low Bidder shall submit any applicable supplemental forms (AA, AA1, AA2, BB, and D). All DBE forms and NJUCP certificates or letters shall be submitted with the Bid or within five (5) calendar days of the bid opening date.

However, Bidders are strongly encouraged to submit all mandatory documents with the Bid to prevent delay of the Contract award. Bidders are requested to review carefully and complete the forms entirely, with no blank fields.

Notwithstanding the date of submission of the mandatory DBE forms, all negotiations between a Bidder and any potential DBE subcontractor, subconsultant, or supplier shall be completed prior to the bid opening date.

**Failure to submit any and all mandatory DBE documentation within five (5) calendar days of the bid opening date shall result in a rejection of a Bid as non-responsible.**

#### **SP-5 BID VALIDITY (E.6)**

*Replace Article E.6 with the following:*

NJ TRANSIT reserves the right to issue a Notice of Award to the successful Bidder, as determined by NJ TRANSIT, for a period of one hundred eighty (180) 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 and the Contractor fully execute the contract.

## MODIFICATIONS TO GENERAL PROVISIONS FOR CONSTRUCTION

**NOTE:** References shown thus ( ) for SP-6 through SP-20 refer to article numbers in the NJ TRANSIT General Provisions for Construction.

### **SP-6 PERMITS, LAWS AND REGULATIONS (1.6)**

*Supplement Article 1.6 by adding the following:*

- 1.6.10 The Contractor shall be aware that governmental agencies and bodies such as the DCA may require a significant amount of time to review, process and approve submittals, applications and permits. Consequently, the Contractor shall include time allowances in the Project Schedule as may be required because of same; and the Contractor shall be aware that further adjustments to the Contractor's Work plans may be necessary due to the aforementioned lead times. Any changes to the approved work schedule shall be made in accordance with Section 6.2 of the General Provisions for Construction.
- 1.6.11 NJ TRANSIT has obtained or will obtain the NJDCA/NJUCC Construction Permits, NJDEP CAFRA Permit, and SESC Permit for this Project. Upon award of the Contract, the Construction Manager will provide the required NJDCA Subcode forms to the Contractor, which shall be completed by the Contractor and his subcontractors in the appropriate disciplines, and returned to the Construction Manager. Once all required Subcode forms have been returned to NJ TRANSIT, the forms will be submitted to the NJDCA for processing. Any subsequent NJDCA fees incurred for reviewing Contractor-initiated modifications to the Contract design and/or issuing amended permits shall be paid by the Contractor. Any and all permit fees paid by the Contractor will be reimbursed under the Supplemental Construction allowance.

### **SP-7 INDEPENDENT CONTRACTOR (1.8)**

*Supplement Article 1.8 by adding the following:*

- 1.8.1 The scheduling of Work shall be coordinated by the Contractor with the Construction Manager. Time scheduling shall be arranged to enable all subcontractors to work at the same time, in so far as may be practical. The Contractor shall be responsible for overall construction operations at the site, and other subcontractors shall work through the Contractor in all matters involving the coordination of the various items of Work.
- 1.8.2 All coordination between the various trades and in particular between electrical work, instrumentation work, and process equipment, shall be the Contractor's responsibility, and the Contractor shall provide the services of

competent professionals to perform this coordination function including the preparation of coordination drawings which interrelate with the approved Shop Drawings.

## **SP-8 DESCRIPTION OF WORK (1.18)**

Add the following new Article 1.18 to the General Provisions for Construction:

### 1.18 Description of Work

1.18.1 The proposed Bay Head Yard Substation facilities shall be constructed by the Contractor on the site of the existing substations. Prior to Superstorm Sandy, the Bay Head Yard in the Borough of Bay Head, Ocean County had two substations: one built in 1985, used for general power needs throughout the yard; and one built in 2006, used to supply the ground air and wayside power systems for the locomotives. Both substations and other electrical equipment in the yard suffered significant water damage from Superstorm Sandy. The damage to the general power substation was not repairable, and that unit remains out of commission. Temporary repairs were made to the wayside power substation, and loads were shifted from the general power substation to restore partial operations in the yard. The intent of this project is to replace the storm damaged equipment and elevate the new equipment to prevent damage from future flooding.

1.18.2 The Work of this Project will require construction of a new substation building on the site of the existing general service substation. The Contractor will decommission and demolish the existing general service substation. The existing wayside power substation will remain in service to maintain continued operations in the yard while the new substation is constructed. When the new substation is complete and operable, the Contractor will be required to sequentially shift electrical loads from the wayside power substation to the new substation. Only after all electrical loads are successfully transferred over to the new substation, the wayside power substation shall be decommissioned and demolished.

After demolition of the current substation, the Contractor will be required to construct a building to house a new standby generator where the wayside power substation was located. Once the new standby generator system is fully operational, an existing generator in the compressor building will be removed from service.

There is one existing 34.5 kV utility feed to the wayside power substation that will be reconnected to the new substation. A new, redundant utility feed will also be brought to the site by NJ TRANSIT in-house personnel. The design calls for the 34.5kV utility feeds to be transformed down to the 13.2 kV level at the new substation, with power then distributed throughout the yard via five 13.2 kV main feeders to localized points of use: Three to new

13.2 kV/480V transformers that serve the new substation building, the new emergency generator building, and the existing compressor building and new quarters; and, two to serve new 13.2 kV/480V unit substations that would feed wayside power and switch heaters across the yard.

The Project includes all demolition, architectural, structural, geotechnical, electrical, HVAC, fire protection, and plumbing work specified on the contract drawings and specifications. This Project will require NJ TRANSIT flag protection for certain Work. Protection will be arranged and coordinated through the Construction Manager and/or the Project Manager.

1.18.3 Work shall include the following:

1. Mobilization;
2. Complete removal of all demolished/cleared material;
3. Completion of all contractual Work; and,
4. Site clearing and demobilization, including removal of all materials, tools and equipment used in the completion of this Project.

### **SP-9 TIME OF COMPLETION – DELAY – LIQUIDATED DAMAGES (2.1)**

*Supplement 2.1.1 by adding the following:*

- 2.1.1.1 The Contractor shall pay to NJ TRANSIT the amount of \$3,600.00 as liquidated damages for each calendar day of delay in completing the work specified by this Contract.

*Supplement 2.1.2 by adding the following:*

- 2.1.2.1 Time for completion for the Project shall be 1,100 calendar days from the effective date of the Notice to Proceed.

*Add the following new Sub-Article 2.1.14:*

- 2.1.14 All construction activities requiring DCA review and approval must be completed and approved with either a Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO) granted prior to NJ TRANSIT occupancy.

### **SP-10 NO DAMAGES FOR DELAY (2.2)**

*Add the following new Sub-Article 2.2.5:*

- 2.2.5 The Contractor shall receive no additional compensation for canceled work caused by unavailable flag men, or the need for NJ TRANSIT to perform railroad maintenance and repair work, other than granting the Contractor



time added to the approved project schedule. The approval of additional time shall be determined at the sole discretion of NJ TRANSIT.

#### **SP-11 USE OF PREMISES (4.2)**

*Add the following to Sub-Article 4.2.1:*

The Contractor fully acknowledges that the Work described in this contract will occur at an active rail yard, adjacent to active tracks; that the site contains limited laydown areas for on-site construction staging and storage; and, that the Contractor's access to and use of the premises may be restricted by NJ TRANSIT's equipment, material and/or personnel, which are required to ensure continued NJ TRANSIT operation, safety and security.

If the Contractor's access to or use of the Project site is restricted by NJ TRANSIT operational requirements, the Contractor shall be allotted additional time in the project schedule, but shall not be due additional compensation, in accordance with Article 2.2 of the General Provisions for Construction.

The Contractor shall maintain site access for all essential services including, but not limited to, NJ TRANSIT operations, ferry operations, police and security activities, emergency services, and garbage collection and/or disposal during all construction activities.

The Contractor shall not interfere with or hinder daily operations at the subject Project site for any NJ TRANSIT maintenance equipment and/or personnel; and the Contractor shall coordinate and schedule construction activities with the NJ TRANSIT Construction Manager and/or Project Manager.

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, and the Contractor shall be responsible to make any alternate arrangements necessary.

*Add the following new Sub-Article 4.2.10:*

- 4.2.10 Adjacent to the Work site are ACTIVE tracks with trains entering and leaving the yard through all hours of the day and night. The Contractor shall allow sufficient time to move personnel, equipment and/or materials back to any approved construction staging areas in order to avoid interruptions to NJ TRANSIT operations.

*Add the following new Sub-Article 4.2.11:*

- 4.2.11 No fouling of any tracks will be permitted unless under the direct supervision of the required NJ TRANSIT flagman, and only after all Contractor and/or subcontractor personnel have been NJ TRANSIT safety trained. Rail Safety Training shall be arranged and scheduled in advance of the commencement of work through either the NJ TRANSIT Construction Manager or Project Manager. Refer also to the requirements of Article 4.11.1 of the General Provisions for Construction, and to Sub-Article 4.2.13 below.

*Add the following new Sub-Article 4.2.12:*

- 4.2.12 The Contractor shall submit a detailed Site Specific Work Plan (SSWP) to NJ TRANSIT for review and approval prior to commencement of ANY Work. The SSWP must include all material and equipment staging plans, storage/trailer locations, and security procedures; and, ensure conformance with railroad loading for installed materials, either permanent or temporary. The Contractor shall allow a minimum of forty-five (45) calendar days for SSWP review.

*Add the following new Sub-Article 4.2.13:*

- 4.2.13 Within ten (10) calendar days after Notice to Proceed the Contractor shall make arrangements through the Construction Manager for Rail Safety Training. All Contractor on-site personnel must attend Rail Safety Training and have a current sticker on their hard hat and identification card on their person in their possession at all times and be prepared to present such identification upon request before the Contractor will be allowed to work at the Project site.

**NOTE: The Contractor shall not be compensated during any safety violation related site shutdowns, and shall be solely responsible for all costs associated with remedying the safety violations. No extensions of time will be given to the Contractor for safety violation related site shutdowns.**

## **SP-12 PROTECTION AGAINST DAMAGE (4.5)**

*Add the following to Sub-Article 4.5.2:*

The Contractor shall ensure that no damage(s) occurs to any track, or yard facilities/equipment, or other NJ TRANSIT property, which is not specifically contemplated as part of the Work in this Contract. If there is any damage to the track or yard facilities equipment, or other NJ TRANSIT property which are beyond the scope of this Contract, the Contractor shall have the sole responsibility to make or arrange for all required repairs, and the sole responsibility to pay for all such repairs to the satisfaction of NJ TRANSIT.

*Supplement Article 4.5 by adding the following:*

- 4.5.8 The Contractor shall protect the Contract Work, including all construction in progress, completed construction, materials and equipment. Protection shall include, but not be limited to, installation of substantial temporary enclosures or buildings providing strong locking entrances to prevent unauthorized entrance, vandalism, theft or other such violations.
- 4.5.9 The Contractor shall prohibit entry to the Project area by unauthorized personnel during both working and non-working hours. The Contractor shall not rely upon existing security measures in place by NJ TRANSIT for the protection of the Contractor's equipment, materials and personnel since such security measures are for the sole protection of NJ TRANSIT passengers, employees, equipment and existing facilities. The Contractor shall be solely responsible for costs associated with securing its equipment and materials, and shall coordinate all such security measures with the Construction Manager.

#### **SP-13 PROTECTION OF PUBLIC UTILITIES (4.7)**

*Supplement the second paragraph of Sub-Article 4.7.1 by inserting the following sentence:*

The Contractor shall use the New Jersey One-Call System at (800) 272-1000 to check for underground utilities and to arrange for markouts.

#### **SP-14 MAINTENANCE OF MARINE TRAFFIC (4.10)**

*Delete Article 4.10 in its entirety.*

#### **SP-15 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 at least twenty-one (21) days prior to any requested track fouling and obtain the Construction Manager's express approval before proceeding with the Work. In addition, the request for a flagman shall be submitted 48 hours in advance and must be accompanied by a detailed Work plan. The plan shall indicate specific work locations and said Work to be performed.

#### **SP-16 ARTS IN TRANSIT (4.13)**

*Delete Article 4.13 in its entirety.*

## **SP-17 FIELD OFFICE AND SANITARY FACILITIES (5.2)**

*Add the following to Sub-Article 5.2.7:*

8. Provide necessary desktop computers, fax machines, printers, internet connections, software, phone lines and fax lines (as determined by NJ TRANSIT) paid for in the Field Office allowance item.

*Delete the last paragraph from Article 5.2.9.*

## **SP-18 CONSTRUCTION SIGN (5.3)**

*Revise the first sentence of Article 5.3 to read as follows:*

The Contractor shall fabricate and install construction sign(s), consistent with the requirements of Section 7.0 of NJ TRANSIT's Sign Standards Manual , with the relevant excerpt attached as Exhibit A. Sign selection and location shall be made by the Construction Manager. Cost of the Construction Sign shall be included in the line item for "Project Mobilization."

## **SP-19 CONSTRUCTION PROJECT SCHEDULE (6.2)**

*Add the following to Article 6.2.1:*

The Contractor shall employ a scheduler specializing in CPM scheduling with a minimum of five (5) years documented experience indicated in Article 6.2.3. The Contractor shall provide a coordinated Project schedule, for review and approval by NJ TRANSIT, generated using up to date Primavera software, or scheduling software that is fully compatible with it, as approved by the Construction Manager.

The coordinated schedule shall list all activities in sorts or groups:

- A. By preceding work item or event number from lowest to highest.
- B. By amount of float, then in order of early start date.
- C. By responsibility in order of earliest possible start date.
- D. In order of latest allowable start dates.
- E. In order of latest allowable finish dates.
- F. Listing of basic input data which generates the report.
- G. Listing of activities on the critical path.

All milestone dates shall be provided with the schedule for all major activities.

*Add the following to Article 6.2.6:*

The Contractor will plan for and schedule a Bi-Weekly Construction Meeting with the Resident Engineer, Construction Manager and/or Project Manager to update the Detailed Project Schedule (DPS) and review any logic revisions.

The updated DPS shall include the actual start date, percentage complete, and remaining duration or actual finish date for each activity in progress as well as any proposed schedule revisions such as the addition on new activities, change to the logic and/or duration of the existing activities.

The Contractor shall attach the updated DPS to a progress narrative that discusses the progress made during the current period, the impact of the progress on the milestone dates, the status of the critical path activities, the Work planned for the following period, any anticipated problems, the resolution to previously noted problems and the means of recovering the DPS should the Project fall behind.

Resultant of the update meeting, the Contractor shall submit an updated DPS to the Construction Manager each month with the Contractor's Application for payment, which must be submitted by the 25<sup>th</sup> day of each month. Delayed payment applications will result in delayed payment.

*Add the following Article 6.2.16:*

6.2.16 Failure to submit the DPS in accordance with this Provision, or failure of the Contractor to attend and participate in scheduled update meetings, shall be sufficient cause for NJ TRANSIT to take the appropriate action to remedy the failures.

*Add the following Article 6.2.17:*

6.2.17 The Contractor's DPS shall include a period of one (1) week duration, immediately prior to Substantial Completion, for the Construction Manager to perform a final inspection of the Work and to prepare the List of Remaining Work which is incorporated into the Certificate of Substantial Completion (Form GP 13.2). The Work must be sufficiently complete, prior to this activity, for the Construction Manager to perform this inspection.

## **SP-20 MATERIAL-WORKMANSHIP-LABOR (7.2)**

*Revise the second sentence of Article 7.2.5 to read as follows:*

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 CFR 26.

*Add the following Article 7.2 by adding the following:*

7.2.10 The Contractor assumes all the responsibility and liability associated with ensuring that all workers in its employment or that of its subcontractors have the capacity to fully understand all verbal and written training, instructions and commands given to them by NJ TRANSIT safety, security and supervisory personnel. The Contractor shall immediately remove and replace all workers who fail to strictly and completely comply with all NJ TRANSIT training, instructions and commands, with no exceptions.

7.2.11 The Contractor shall submit to NJ TRANSIT, within ten (10) days of the Notice to Proceed, a detailed resume citing the name, training and experience of the proposed Project Superintendent designated for assignment on this Contract.

The Project Superintendent shall be a competent, English-speaking individual to be employed on this Project full time and to be present on the Work site to direct and supervise the Work on each day and every workday that Work is being performed, from the start of the Work to the acceptance of the same.

The Project Superintendent shall be empowered by the Contractor to make binding decisions in a timely manner; and, shall be an individual with a minimum ten (10) years of supervisory experience on construction projects of a similar type and complexity. A list of three (3) references from past (recent) projects shall be furnished. The Project Superintendent shall have a demonstrated record of successfully supervising and have a reputation as cooperative and responsive to clients in the opinion of the client reference.

7.2.12 The Contractor shall submit the required personnel information to propose a Project Superintendent that meets the aforementioned minimum qualifications.

### **SP-21 INSPECTION OF WORK (7.3)**

*Supplement Article 7.3 by adding the following:*

7.3.8 The Contractor shall recognize the necessity to schedule regulatory and code enforcement inspections well in advance and make all reasonable accommodations necessary to facilitate said inspections so as 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 advance notice.

- 7.3.9 The Contractor shall not receive additional time or compensation for untimely lack of responsiveness and associated delay caused by a regulatory or code enforcement agency, unless said delay exceeds that which is normally and customarily experienced by others when interfacing with said agency. If such a delay occurs, the Contractor shall be given allotted additional time in the project schedule for the portion of the delay which exceeds the response time ordinarily and typically experiences with the specific agency under similar circumstances, but shall not be due additional compensation, in accordance with Article 2.2 of the General Provisions for Construction.

### **SP-22 NEW JERSEY PREVAILING WAGE ACT (11.1)**

*In Section IV, General Provisions For Construction, Article 11. Social and Economic Requirements, Sub-Article 11.1, add the following:*

Attached is the New Jersey Department of Labor and Workforce Development Prevailing Wage Rate Determination.

### **SP-23 EMPLOYEE PROTECTIONS-CONSTRUCTION ACTIVITIES (14.1)**

*In Section IV, General Provisions For Construction, Article 14. Federal Provisions, Sub-Article 14.1, add the following:*

Attached is the General Wage Determination.

### **SP-24 RCRA REQUIREMENTS: BUILDING INSULATION PRODUCTS AND FLY ASH IN CONCRETE (14.10)**

*Modify Sub-Article 14.10.2 to read as follows:*

No cement used on this Project shall contain any fly ash.

### **SP-25 NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS**

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller (“OSC”) is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at: <http://nj.gov/comptroller/sandytransparency/contracts/sandy/>

The contract resulting from this IFB is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the IFB, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

#### **END OF SPECIAL PROVISIONS**



## 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 case



1 Sign Face Detail - Sign Type 7.1 - NJT/STATE

Scale: 1/2" = 1 Foot

# EXHIBIT A