NEW JERSEY TRANSIT CORPORATION

SPECIAL PROVISIONS

FOR

NEW BRUNSWICK RAIL STATION
ELEVATOR UPGRADES PROJECT

NEW BRUNSWICK, NEW JERSEY

CONTRACT NO. 18-042X
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>SP.1</td>
<td>COMMUNICATIONS WITH NJ TRANSIT</td>
<td>1</td>
</tr>
<tr>
<td>SP.2</td>
<td>DISADVANTAGE BUSINESS ENTERPRISE (&quot;DBE&quot;) GOAL ASSIGNMENT (C.3)</td>
<td>1</td>
</tr>
<tr>
<td>SP.3</td>
<td>DBE PROGRAM COMPLIANCE REQUIREMENTS (E.4.1)</td>
<td>1</td>
</tr>
<tr>
<td>SP.4</td>
<td>ABBREVIATIONS AND DEFINITIONS</td>
<td>2</td>
</tr>
<tr>
<td>SP.5</td>
<td>REFERENCED STANDARDS</td>
<td>2</td>
</tr>
<tr>
<td>SP.6</td>
<td>PERMITS, LAWS, AND REGULATIONS</td>
<td>3</td>
</tr>
<tr>
<td>SP.7</td>
<td>DESCRIPTION OF WORK</td>
<td>3</td>
</tr>
<tr>
<td>SP.8</td>
<td>TIME OF COMPLETION - DELAY - LIQUIDATED DAMAGES</td>
<td>3</td>
</tr>
<tr>
<td>SP.9</td>
<td>USE OF PREMISES</td>
<td>4</td>
</tr>
<tr>
<td>SP.10</td>
<td>MAINTENANCE OF MARINE TRAFFIC</td>
<td>6</td>
</tr>
<tr>
<td>SP.11</td>
<td>MAINTENANCE OF RAILROAD TRAFFIC</td>
<td>6</td>
</tr>
<tr>
<td>SP.12</td>
<td>FIELD OFFICE AND SANITARY FACILITIES</td>
<td>7</td>
</tr>
<tr>
<td>SP.13</td>
<td>CONSTRUCTION SIGN</td>
<td>7</td>
</tr>
<tr>
<td>SP.14</td>
<td>CONSTRUCTION PROJECT SCHEDULE</td>
<td>7</td>
</tr>
<tr>
<td>SP.15</td>
<td>TEMPORARY LIGHT &amp; POWER</td>
<td>8</td>
</tr>
<tr>
<td>SP.16</td>
<td>ART IN TRANSIT</td>
<td>8</td>
</tr>
<tr>
<td>SP.17</td>
<td>INDEMNIFICATION AND LIABILITY</td>
<td>9</td>
</tr>
<tr>
<td>SP.18</td>
<td>UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES</td>
<td>12</td>
</tr>
<tr>
<td>SP.19</td>
<td>BUY AMERICA (23 CFR 635.410)</td>
<td>12</td>
</tr>
<tr>
<td>Exhibit A</td>
<td>AMTRAK REQUIREMENTS</td>
<td></td>
</tr>
<tr>
<td>Exhibit B</td>
<td>DBE REQUIREMENTS FOR CONSTRUCTION CONTRACTS FUNDED BY FEDERAL HIGHWAY ADMINISTRATION (FHWA)</td>
<td></td>
</tr>
</tbody>
</table>
NEW JERSEY TRANSIT CORPORATION
SPECIAL PROVISIONS
FOR
NEW BRUNSWICK RAIL STATION
ELEVATOR UPGRADE PROJECT
CONTRACT NO. 18-042X

SP.1 COMMUNICATIONS WITH NJ TRANSIT

Modify Section B.4 of NJ TRANSIT’s Instructions to Bidders for Construction by adding the following:

All communication regarding this solicitation must be directed to:

Mr. Thomas Fusco
Principal Contract Specialist
NJ TRANSIT Procurement Department
Phone: (973) 491-7299
E-mail: tfusco@njtransit.com

SP.2 DISADVANTAGE BUSINESS ENTERPRISE (“DBE”) GOAL ASSIGNMENT

Add the following new Paragraph to the end of Section C.3 of NJ TRANSIT’s Instructions to Bidders for Construction:

This project is funded by the Federal Highway Administration (FHWA) and the DBE program will be administered by NJDOT. As an aid in meeting the commitment of its Disadvantaged Business Enterprise (DBE) Program, NJDOT has assigned a Race Conscious DBE goal of 10% on the gross sum amount of the bid or contract for DBE subcontracting participation as shown on the Disadvantaged Business Enterprise Utilization - Federal Aid Project Attachment 1 located in Exhibit B.

SP.3 DBE PROGRAM COMPLIANCE REQUIREMENTS (E.4)

Replace the entire subsection E.4.1 of NJ TRANSIT’s Instructions to Bidders for Construction with the following:

This project is funded by the Federal Highway Administration (FHWA) and as such the DBE requirements are as per the FHWA guidelines and regulations. This contract’s DBE compliance requirements will be administered by NJDOT. The Contractor shall refer to “DBE Requirements for Construction Contracts Funded by Federal Highway Administration (FHWA)”, attached to this IFB as
**Exhibit B**, for instructions, guidance, and explanations for DBE program obligations under this Contract.

All DBE forms are included in the Contract package, specifically in **Exhibit B**. Any questions regarding the DBE requirements or the mandatory required forms for this contract should be directed to:

Anthony Ricciardi  
Contract Compliance Specialist  
New Jersey Department of Transportation  
(609) 530-2058  
Anthony.Ricciardi@dot.nj.gov

**SP.4 ABBREVIATIONS AND DEFINITIONS**

Add the following abbreviation and definitions in alphabetical order to ‘Appendix A’ referenced in Article 1.1 of the General Provisions for Construction:

**CUF** Commercially Useful Function

*Commercially Useful Function*: Occurrences in which the subcontractor is responsible for the execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved, and with respect to materials and supplies used on the contract, prepares the estimate, negotiates price, determines quality and quantity, orders the material, arranges delivery, installs (where applicable), and pays for the material and supplies itself for the project.

**Department**: The Department of Transportation of the State of New Jersey, as created by law, acting through duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them.

**Railroad Protective Labor**: Protective services provided by Amtrak, for work that will foul or will have the potential to foul the railroad tracks and/or catenary wire

**SP.5 REFERENCED STANDARDS**

Replace Sub-article 1.3.2, Item 4 of the General Provisions for Construction with the following:

**NJ TRANSIT Guidelines and Standards Manual**

Replace Sub-article 1.3.2, Item 5 of the General Provisions for Construction with the following:

**NJ TRANSIT Sign Standards Manual**
SP.6    PERMITS, LAWS, AND REGULATIONS

Replace the second sentence of Sub-article 1.6.4 of the General Provisions for Construction with the following:

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, NJ TRANSIT, NJDOT, Amtrak 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.

SP.7    DESCRIPTION OF WORK

Add the following as new Article 1.18 of the General Provisions for Construction:

1.18    Location and Description of Work

The work is located at the New Brunswick Railroad Station located along the Northeast Corridor Line in the City of New Brunswick, Middlesex County, New Jersey.

The major work elements of the Project generally include upgrades to the two existing elevator towers located on each high level platform. The project will incorporate architectural, civil/structural, plumbing, HVAC and electrical improvements to help prevent future degradation of the elevators. The work will include the replacement of elevator cabs, operating machinery, modifications to the elevator shafts with windows in the façade and replacing the elevator doors with full glass doors for improved visibility from street and platform levels, and relocation of the ground floor opening of the westbound platform elevator to face the street.

SP.8    TIME OF COMPLETION - DELAY - LIQUIDATED DAMAGES

Add the following to the end of Sub-article 2.1.1 of the General Provisions for Construction:

The Contractor shall pay to NJ TRANSIT the amount of $2,230.00 per day as liquidated damages for each calendar day delay in completing the Project beyond the time stated below for completion for the Project.

Add the following at the end of sub-article 2.1.2 of the General Provisions for Construction:

The time of completion for this project shall be 240 calendar days after the effective date of the Notice to Proceed.
SP.9 USE OF PREMISES

Replace the first sentence of Sub-article 4.2.1 of the General Provisions for Construction with the following:

Prior to use of the Premises, the Contractor shall obtain the approval of the Construction Manager for the Contractor’s staging area(s), access to and from the Premises, parking area(s) for Contractor vehicles and equipment, elevator use, and any other use of the Premises, facilities, or on site utilities. Before performing any work within Amtrak’s Right-of-Way (R.O.W.), the Contractor must comply with all Amtrak requirements including, but not limited to, receiving Amtrak Safety Training for itself and its subcontractors, receiving approval of Site Specific Safety Work Plans (SSWPs), and submitting a Hazard Assessment Worksheet. The cost for Amtrak Safety Training shall be the responsibility of the Contractor. All submissions to and correspondence with Amtrak shall be made through the Construction Manager. The Contractor shall allow 45 days for approval of Amtrak submission. The Contractor must comply with these and all other terms, conditions and requirements of Amtrak as specified and described in APPENDIX D of the General Provisions for Construction, in the remaining Contract documents and as otherwise specified by Amtrak.

Replace the first sentence of Sub-article 4.2.2 of the General Provisions for Construction with the following:

The Contractor shall comply with the rules and regulations of NJ TRANSIT and Amtrak.

Replace the last sentence of Sub-article 4.2.3 of the General Provisions for Construction with the following:

The Contractor agrees to NJ TRANSIT’s and Amtrak’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 and where applicable, a Temporary Certificate of Occupancy (TCO) has been issued by the NJDCA.

Replace the first sentence of Sub-article 4.2.4 of the General Provisions for Construction with the following:

The Contractor shall request and obtain from NJ TRANSIT specific instructions, rules and regulations regarding the required conduct of the Contractor during construction and comply with same so that the security and safety of personnel and property, including NJ TRANSIT’s, Amtrak’s, NJDOT’s and the general public’s, will not be endangered.
Add the following to the end of Sub-Article 4.2.6 of the General Provisions for Construction:

Coordination with NJ TRANSIT Rail Operations, through the Construction Manager, is required. NJ TRANSIT will be required to develop notices notifying commuters of various construction activities. These notices must be provided to the construction manager at a **minimum two weeks prior to the activities**.

Replace Sub-article 4.2.9 of the General Provisions for Construction with the following:

- While the station building and other structures are located on NJ TRANSIT’s property, the platforms are located within AMTRAK’s Right of Way (R.O.W.). Completing the Project will require close coordination with not only NJ TRANSIT, but also with Amtrak, the NJDCA and the City of New Brunswick. New Jersey Transit does anticipate possible outages to complete this project. The contractor must maintain uninterrupted station operations at all times.
- Work on NJ TRANSIT and AMTRAK 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.

For work that requires Railroad Protective Labor (i.e. flag protection), the Contractor may request such protection for regular working hours and for days and times shown in the charts below.

<table>
<thead>
<tr>
<th>TRACK 1 – EASTBOUND – (Mon to Fri)</th>
<th>TRACK 4 – WESTBOUND – (Mon to Fri)</th>
</tr>
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<tbody>
<tr>
<td>9:00am to 3:00pm</td>
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</tbody>
</table>

Work shall not be scheduled to be performed on the following Holidays:

- New Year’s Day (including the day before and the day after)
- Martin Luther King Day
- President’s Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s 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 seven (7) 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.

SP.10  MAINTENANCE OF MARINE TRAFFIC


SP.11  MAINTENANCE OF RAILROAD TRAFFIC

Add the following to the end of Sub-article 4.11.1 of the General Provisions for Construction:

All train operations and track usage at New Brunswick Station are under the control of Amtrak. The Contractor shall not conduct any operation that requires a track or catenary wire outage or that fouls any track without the prior permission from Amtrak and shall conform to the procedures defined herein. The Contractor shall also comply with all the rules, regulations, restrictions and instructions set forth in the following:

- Amtrak Transportation Department Safety Rules
- Amtrak Contractor Safety Program New York Division Supplement
- Amtrak Electrical Operating Instructions
- Amtrak Maintenance of Way Safety Rules and Instructions Handbook
  NRPC 1908

The documents listed above are available for review at NJ TRANSIT Headquarters, located at One Penn Plaza East, Newark, NJ.

Costs for Railroad Protective Labor and Amtrak support services shall be paid directly to Amtrak by NJ TRANSIT and not by the Permittee (Contractor) as stated in APPENDIX D of the General Provisions for Construction. However, the Contractor shall reimburse NJ TRANSIT for such costs if the Contractor cancels planned work for which Railroad Protective Labor has been arranged and fails to notify the Construction Manager of the cancellation before noon of the day prior to the day of the planned work. The Contractor shall also reimburse NJ TRANSIT for such costs if Railroad Protective Labor has been arranged at the request of the Contractor but was not needed.

In addition to the specified requirements for Railroad Protective Labor, Amtrak reserves the right to require additional Railroad Protective Labor at any time and for any reason. In such case, this Railroad Protective Labor will be
furnished by Amtrak and not result in an assessment of a labor charge to the Contractor. The furnishing of Railroad Protective Labor will not relieve the Contractor from the responsibility of performing all operations in accordance with Railroad requirements, and will not relieve the Contractor from any liability. Contractor’s operations that require Railroad support services shall be planned for use on a consecutive basis when possible.

Additionally, refer to AMTRAK’s requirements attached (Section 01141A – Safety and Protection of Railroad Traffic and Property, Section 01142A – Submission documentation Required For AMTRAK Review and Approval Of Plans For Bridge Erection, Demolition and Other Crane/ Hoisting Operations Over Railroad Right-of-Way, Section 01520A – Requirements for Temporary Protection Shields for Demolition and Construction of Overhead Bridges and Other Structures, Section 02261A – Requirements for Temporary Sheeting and Shoring To Support AMTRAK Tracks, AMTRAK Engineering Practices – Strom Water Drainage and Discharge from Adjacent Property Onto AMTRAK Right-Of-Way, AMTRAK Specification – AED-1, and National Railroad Passenger Corporation Temporary Permit to Enter Upon Property) in EXHIBIT A and comply with their rules, procedures, and requirements. For Section 01520A, the temporary protection barrier must be a solid surface constructed to protect dust and debris from the public right of way.

**SP.12 FIELD OFFICE AND SANITARY FACILITIES (5.2)**

Add the following to the end of Sub-Article 5.2.7 of:

“8. Provide a leased computer, printer, software and high speed internet service (as determined by NJ TRANSIT) paid for in the Field Office Allowance line item.”

**SP.13 CONSTRUCTION SIGN (5.3)**

Delete Article 5.3 of the General Provisions for Construction in its entirety.

**SP.14 CONSTRUCTION PROJECT SCHEDULE**

Add the following to Sub-article 6.2.1 of the General Provisions for Construction:

The Contractor shall be responsible for preparing and furnishing, at the pre-construction meeting, a comprehensive Work Plan describing staging requirements, construction methods and planned use of the Premises along with Site Specific Safety Work Plans (SSWPs) and Hazard Assessment Worksheet. The SSWPs and Hazard Assessment Worksheet must be approved by NJ TRANSIT and Amtrak before the Contractor will be permitted to proceed with the work included therein. The content and format required for an SSWP is included in EXHIBIT A and the content and format required for the Hazard Assessment Worksheet is included in EXHIBIT A. Submittal of more
than one SSWP may be required throughout the duration of the Project. The Contractor shall allow 45 days for review and approval of each SSWP submitted. Submittal of SSWPs will be made through the Construction Manager. The Work Plan, Site Specific Safety Work Plan (SSWP), Hazard Assessment Worksheet, and Detailed Project Schedule (DPS) shall all be in sufficient detail satisfactory to the Construction Manager.

**SP.15 TEMPORARY LIGHT & POWER**

Add the following to the end of Sub-Article 5.5.2 of the General Provisions for Construction:

“The Contractor shall provide continuous electrical power from PSE&G to the project area and extend this service to this work area. All temporary electrical work shall be in accordance with the appropriate electrical codes.

The Contractor shall maintain existing levels of lighting and provide lighting for storage facilities and all other construction facilities and areas.

The Contractor shall provide night security lighting at secured areas within the construction limits and at field offices, storage facilities, and excavated areas in addition to the locations shown on the drawings.

The Contractor shall provide temporary lighting facilities at all necessary pedestrian walkways, temporary platforms if needed and all existing passenger platforms.

Add the following new Sub-Article 5.5.6 of the General Provisions for Construction:

Products for, and the execution of the work of this Article shall satisfy the requirements of the NEC, NEMA and OSHA. Products shall be UL listed.

The Contractor shall locate products where they will not interfere with material handling equipment, storage spaces, pedestrian, vehicular or rail traffic and progress of the Project. Installed products shall present a neat and orderly appearance, and shall be structurally sound.

All products shall be maintained in a manner that will ensure continuous electrical service and present no unsafe working conditions.

Exteriors areas shall be illuminated if work in those areas is being performed during nighttime hours.

The cost for this work shall be included in and be paid for under the bid item ‘Mobilization.”

**SP.16 ART IN TRANSIT**

**SP.17 INDEMNIFICATION AND LIABILITY**

Replace the first sentence of Sub-article 9.1.1 of the General Provisions for Construction with the following:

The contractor shall defend, indemnify and save harmless the State of New Jersey, NJ TRANSIT, NJDOT, FHWA, the FTA (if the Contract is in whole or part federally funded) and their officers, employees, servants and agents (referred to as “Indemnified Parties” hereon) 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 the Contract; or from any claims or amounts arising or recovered under the Worker’s Compensation Act, or any other law, ordinance, order, or decree.

Replace the last sentence of Sub-article 9.1.1 of the General Provisions for Construction with the following:

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 Indemnified Parties or the State of New Jersey, the jurisdiction of the tribunal over Indemnified Parties or the State of New Jersey, or the provisions of any statutes respecting suits against Indemnified Parties or the State of New Jersey.

Replace the first sentence of Sub-article 9.1.2 of the General Provisions for Construction with the following:

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 Indemnified Parties 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 Indemnified Parties 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:
Replace Sub-article 9.1.4 of the General Provisions for Construction with the following:

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 Indemnified Parties and the State as herein provided.

Replace third to last sentence in 2nd paragraph of Sub-article 9.2.3 of the General Provisions for Construction with the following:

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 the Indemnified Parties and coverage must apply on a primary and noncontributory basis.

Replace last sentence of Sub-article 9.2.5 of the General Provisions for Construction with the following:

This policy shall name Indemnified Parties as an additional insured.

Replace Next to the last sentence in Sub-article 9.2.7 of the General Provisions for Construction with the following:

The policy shall name Indemnified Parties as an additional insured.

Replace Sub-article 9.2.8 of the General Provisions for Construction with the following:

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 Indemnified Parties.

Replace first paragraph of Sub-article 9.2.11 of the General Provisions for Construction with the following:

The Contractor shall furnish Indemnified Parties with two copies of all Certificates showing the types, amount, and class of operations covered, effective dates, and expiration dates 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 Indemnified Parties in such insurance shall not be effective for less than thirty (30) days after written notice thereof to Indemnified Parties. Evidence of such endorsement must be contained in the certificate of insurance. If requested by
Indemnified Parties, 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.

Replace Sub-article 9.3 of the General Provisions for Construction with the following:

In no event, whether under the provisions of this Contract, as a result of breach of Contract, tort (including negligence) or otherwise, shall Indemnified Parties 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).

Replace last sentence of 2nd paragraph of Sub-article 9.4 of the General Provisions for Construction with the following:

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 Indemnified Parties, 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.

Replace last sentence of Sub-article 9.6 of the General Provisions for Construction with the following:

The Contractor shall defend, indemnify and save harmless the Indemnified Parties, 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 of copyright in connection with Work agreed to be performed under this Contract, and shall defend and indemnify the Indemnified Parties, and their officers, agents, servants, and employees, for any cost, expense of damage which it or they may be obligated to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

Replace the 2nd sentence of Sub-article 9.7.1 of the General Provisions for Construction with the following:

The Contractor will indemnify, hold harmless and defend Indemnified Parties, 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 proceeding 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.

**SP.18 UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES**

*Delete Article 11.3 of the General Provisions for Construction in its entirety.*

**SP.19 BUY AMERICA**

*Replace, in its entirety, article 14.3 (BUY AMERICA) with the following:*

23 CFR §635.410 Buy America Requirements

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of §635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron
materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c) (1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the FEDERAL REGISTER for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.
If there is any conflict between NJ TRANSIT’s and the FHWA requirements, the
FHWA requirements listed above shall govern and the contractor shall comply
with their rules, procedures, and requirements.

END OF SPECIAL PROVISIONS
EXHIBIT A

ATTACHED AMTRAK REQUIREMENTS ASフォロウS:

Contractor Safety & Security Awareness Training Request

Hazard Assessment Worksheet

Site / Job Specific Safety Work Plan

Section 01141A – Safety and Protection of Railroad Traffic and Property and

Section 01142A – Submission Documentation Required For AMTRAK Review and Approval Of Plans For Bridge Erection, Demolition and Other Crane/ Hoisting Operations Over Railroad Right-of-Way)

Section 01520A – Requirements for Temporary Protection Shields for Demolition and Construction of Overhead Bridges and Other Structures

Section 02261A – Requirements for Temporary Sheeting and Shoring to Support AMTRAK Tracks

AMTRAK Engineering Practices – Strom Water Drainage and Discharge from Adjacent Property onto AMTRAK Right-Of-Way

AMTRAK Specification – AED-1

National Railroad Passenger Corporation Temporary Permit to Enter Upon Property
EXHIBIT A

AMTRAK DOCUMENTATION

Contractor Safety / Security Training Authorization

Hazard Assessment Worksheet

Site / Job Specific Safety Work Plan

Section 01141A – Safety and Protection of Railroad Traffic and Property and

Section 01142A – Submission documentation Required For AMTRAK Review and Approval Of Plans For Bridge Erection, Demolition and Other Crane/ Hoisting Operations Over Railroad Right-of-Way

Section 01520A – Requirements for Temporary Protection Shields for Demolition and Construction of Overhead Bridges and Other Structures

Section 02261A – Requirements for Temporary Sheeting and Shoring To Support AMTRAK Tracks

AMTRAK Engineering Practices – Strom Water Drainage and Discharge from Adjacent Property Onto AMTRAK Right-Of-Way

AMTRAK Specification – AED-1

National Railroad Passenger Corporation Temporary Permit to Enter Upon Property
AMTRAK
HR - Engineering Employee Development
30th & Market Streets - 3 North - Box 1
Philadelphia, PA 19104
Fax Number: 215-349-3731

Contractor Safety/Security Training Authorization
(Revised 8/08)

This is in response to your request to schedule Amtrak’s Contractor/Lessee Safety Training. The safety of Amtrak’s passengers and all employees working on the property (Amtrak or Contractor) is our highest priority. For your protection, Amtrak requires your employees to comply with all safety regulations ("Specifications Regarding Safety and Protection of the Railroad Traffic and Property"). Hot Work permits must be approved by the division Safety Officer.

Amtrak’s Project Manager or Engineer assigned to your project will assist you with obtaining a temporary “Permit to Enter upon Property.” Hot Work Permits must be approved by the Division Safety Officer. The Project Manager or Engineer will also verify the currency of your insurance documents. Once this process is complete, and this authorization is received by Amtrak Employee Development, your training will be scheduled. The qualification card that successful participants will receive will be valid for one year from date of issue. Safety violations will result in the immediate suspension of work within the railroad’s property limits. Before resuming work, employees must attend a Safety Refresher course. Amtrak Employee Development arranges this service. In addition, Amtrak requires you to formally accept the terms and/or applicable training service fees prior to setting training schedule. The costs are outlined in the attached documents.

Please complete the Training Authorization and return it to the address or fax number on the form. If you have any questions with any aspect of the training services, contact Dawn Bey, Employee Development Specialist, at (215) 349-1553.

NOTE: NO ONE WILL BE ADMITTED TO A CLASS OR PERMITTED TO PARTICIPATE IN A CLASS WITHOUT FIRST PRESENTING A VALID PHOTO IDENTIFICATION

Thank you.

Ed Murphy, Manager Employee Development
30th St. Station, 3rd Floor NW
Philadelphia, PA 19104
215-349-1265

cc: D. Bey
    Project File
TRAINING AUTHORIZATION FORM
TYPE OR PRINT ALL INFORMATION (EXCEPT APPROVAL SIGNATURE)
(Revised 8/08)

COMPANY INFORMATION

Company Name: ____________________________________________

Billing Address: __________________________________________

City & State ______________________________________________

Contact Person Name ______________________________________

Contact Person Number _____________________________________

Contact Person Email _______________________________________

Amtrak Project Manager ____________________________________

Project Requiring This Training ______________________________

Number of Personnel Requiring Training _______________________

Amtrak provides training classes at the following locations:

Please indicate your preference:

| Washington, DC – Union Station | Chicago, IL |   |
| Baltimore Penn Station, MD     | Niles, MI   |   |
| Baltimore, MD. - Quad Ave.     | St. Louis, MO |   |
| Philadelphia, PA – 30th St. Station | Sanford, FL |   |
| Princeton Jct., NJ             | Miami (Hialeah), FL |   |
| Newark Penn Station            | New Orleans, LA |   |
| New York, NY 250 West 31st St. | Lancaster, PA |   |
| New Haven, CT                   | Los Angeles, CA |   |
| Groton, CT                       |               |   |
| Boston, MA                      |               |   |

1. Amtrak reserves the right to cancel or re-schedule classes with five or less attendees.
2. Amtrak reserves the right to refuse training requests for locations other than the above.
3. Additional charges as specified below will be charged for any class not conducted at an Amtrak location.
4. Scheduling of classes at other than the Amtrak locations listed above must be approved in advance.
5. Amtrak reserves the right to charge the minimum charge for classes where attendees fail to appear and do not call to cancel at least 24 hours in advance.

Please list any special concerns or requirements here: ________________________________
CONTRACTOR SAFETY/SECURITY TRAINING
(Revised 8/08)

AMTRAK Contractor Safety Enrollment Coordinator:

Dawn Bey
30th & Market Streets, 3rd Floor NW, Box 1
Philadelphia, PA 19104
(215) 349-1553

Charges for Contractor Safety Training are as follows:

Minimum Class Cost (5 or less Participants) = $700.00

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<th>Participant Class Size</th>
<th>Cost Per Person</th>
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Photo ID card is included in the above charges. Cost of additional or replacement Photo ID is $10.00 for each card.

NOTE: There is an additional $700.00 charge for classes held at the contractor's location unless waiver is agreed to in advance.

Return this authorization to:
Amtrak Engineering Employee Development
30th & Market Streets, 3NW, Box 1
Philadelphia, PA 19104
Fax Number (215) 349-3731

Please acknowledge agreement and approve training costs

_________________________________________  _________________________________________
(Signature)                                    (Type or Print Name)

_________________________________________
(Date)

_________________________________________
(Phone#)
NATIONAL RAILROAD PASSENGER CORPORATION  
CONTRACTOR SAFETY TRAINING CSG – 106  
PUBLISH ALL INFORMATION  
(Revised 1/08)

INSTRUCTOR:_________________________  
EMP ID#_________________________  
# OF ATTENDEES:________________

TRAINING LOCATION:____________________  
FUNCTION #:____________________  
CLASS DATE:____________________

WORK ORDER#:____________________  
P/O#:____________________  
COST PER ATTENDEE:____________________

COMPANY CONTACT PERSON:____________________

CONTACT PHONE #:____________________  
FAX#:____________________

COMPANY NAME:______________________________________________

COMPANY BILLING ADDRESS:________________________________________

ZIP CODE:____________________

ATTENDEE INFORMATION  
PUBLISH ALL INFORMATION

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HAZARD ASSESSMENT WORKSHEET

DATE: _______________________

JOB/WORKPLACE/LOCATION: ________________________________________________

PERSON(S) PERFORMING ASSESSMENT:

<table>
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<tr>
<th>Name</th>
<th>Title</th>
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Are any of the following hazards present at the job/workplace? Circle those present and write in any additional hazards. *Note*: If yes is circled, you must identify measures for mitigating, controlling, or eliminating the hazard(s).

1. **Eye and/or Face Hazards:** Flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, potentially injurious light radiation, etc.  
   - YES*  
   - NO

2. **Potential Injury to the Head:** Falling objects, storage above head level, other overhead work. Cranes, hoists, booms, scaffolding, other lifting devices.  
   - YES*  
   - NO

3. **Foot Injuries:** Caused by falling or rolling objects, objects that pierce the sole of a work boot, electrical hazards, etc.  
   - YES*  
   - NO

4. **Hand Injuries:** Hazards such as skin absorption of harmful substances; severe cuts, lacerations, abrasions, and punctures; chemical burns; thermal burns; and harmful temperature extremes.  
   - YES*  
   - NO

5. **Temperature Extremes:** Consider ambient air temperatures and potential impact; i.e., heat exhaustion/stroke and frost bite.  
   - YES*  
   - NO
6. **Impact Sources:** Falling or dropping objects; rolling or pinching objects which could crush various parts of the body (Blue Flag and Protection Against Trains requirements.)

   **YES**  
   **NO**

7. **Penetration Sources:** Sharp objects that could pierce, cut or impale parts of the body. A Bloodborne Pathogens evaluation will be necessary if this hazard is present. (For detailed evaluation, contact the nearest Safety Department office.)

   **YES**  
   **NO**

8. **Compression Sources:** Hazards involving the use of compactors, or rollers. Includes use of Lockout/Tagout procedures. Would include trenching and cave-ins.

   **YES**  
   **NO**

9. **Confined Space:** Permit or Non-permit. Each space should be evaluated to determine conditions.

   **YES**  
   **NO**

10. **Fall Protection:** Prevent falls from elevated work locations or into openings. Includes FRA and OSHA Fall Protection requirements including retrieval plans when required.

    **YES**  
    **NO**

11. **On-Track Protection:** Provide sufficient watchman protection. Consider whistle distance, visibility, noise levels, and watchman relief practices.

    **YES**  
    **NO**

12. **Electrical Sources:** Buried cable, 3rd rail, catenary, shock hazards from electrical tools, wiring.

    **YES**  
    **NO**

13. **Utility Lines:** Check for presence of electrical, gas, telephone lines above, below, or inside work area.

    **YES**  
    **NO**

14. **Fire Sources:** Protection and prevention. Identify potential fire hazards. Ensure work area is clean and remove combustible material to approved receptacles. Provide sufficient number of fire extinguishers and train employees in fire extinguisher use.

    **YES**  
    **NO**
15. **Chemical Sources**: Inhalation, ingestion, absorption, reactive hazards, fire and explosive characteristics, etc. Are MSDS sheets readily available?  

<table>
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<tr>
<th>Yes</th>
<th>No</th>
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<tr>
<td>YES*</td>
<td>NO</td>
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16. **Respiratory Hazards** (Harmful Dusts, Mists, Vapors, and Fumes)  
Analyze/characterize through monitoring and testing. Introduce engineering controls or utilize proper PPE.  

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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<tr>
<td>YES*</td>
<td>NO</td>
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17. **Radiation Sources**: Light or heat radiation such as welding and cutting. Including projects requiring "hot work" permits.  

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<tr>
<th>Yes</th>
<th>No</th>
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<tr>
<td>YES*</td>
<td>NO</td>
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18. **Noise Sources**: Ensure sound levels are within guidelines. Introduce engineering controls and/or utilize proper PPE.  

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<tr>
<th>Yes</th>
<th>No</th>
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<td>YES*</td>
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19. **Overexertion**: Processes or activities likely to lead to strains/sprains.  

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<th>Yes</th>
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<tr>
<td>YES*</td>
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20. **Lighting**: Ensure that work areas have adequate lighting (hand held, generator powered, fixed AC luminaries, etc.  
Reference OSHA guidelines as needed.  

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<th>Yes</th>
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<tr>
<td>YES*</td>
<td>NO</td>
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**Based upon the potential hazards identified above, the following PPE is required:**

- **Protective Helmets**
- **Eye/Face** (goggles, faceshields, etc.)
- **Gloves** (specify type of protection required and glove)
- **Footwear** (specify type of protection necessary)
- **Other** (respirators, hearing protection, protective clothing, etc.)
Site/Job Specific Safety Work Plan

Project Name

Safety Work Plans must be posted and distributed to all supervisors/foremen working in the project area. They will ensure that all affected employees are briefed on the contents and requirements of the plan, including changes/ revisions. For work already scheduled or currently underway, Site Specific Safety Work Plans will be completed as soon as possible following the guidelines described below.

Job Summary: (Detailed explanation of work to be performed.)

Scope of Work: (How is it to be done? Consider production and material requirements as well as roles for individual departments, crafts, contractors, etc. Ensure compliance with local, state and federal requirements including obtaining required permits and making proper notifications.)

Estimated Time Frame: (Overall length of job, time required for individual steps or stages, time of day, etc. Identify specific time constraints and deadlines.)

Workforce and Equipment Requirements: (Determine workforce and equipment requirements for each discipline involved)
- Communications & Signals
- Electric Traction
- Structures
- Track
- Station Services
- Mechanical
- T & E Operations
- Other
Controls: (What measures will be used to control and/or eliminate hazards. Identify required engineering and administrative requirements, applicable work rules, Protection and RWP issues, Job Safety Analysis (JSA), etc. JSAs must be led by qualified employees only.)

Hazard Assessment: (Start with the attached standard Hazard Assessment Form and add issues or concerns as identified.)

Personal Protective Equipment: (Identify products needed to protect the employee from identified hazards.)

Training: (Identify and conduct any OSHA, FRA, Amtrak, and state and/or local municipality training requirements.) Includes equipment/operator/vehicle certifications and qualifications.

Customer “Guest” Safety: (Identify potential impact on customers and/or guests.)

Community/Public Impact: (Consider impact to neighborhoods/townships - noise, traffic disruptions, environmental concerns - resulting from work activities.)

Clean-Up and Disposal: (Identify plan for clearing the work area of project debris during individual steps/processes as well as final clean-up upon project completion.)

Environmental Impact: (Consider chemical use, storage, and disposal. Determine if work site is free of contamination - PCBs, oil, lead, asbestos - prior to initiating work.)
Emergency Response: (Written procedures for responding to emergencies, i.e., availability of phones or radios, contact numbers, nearest hospital, local maps. Ensure availability of first aid kits, eyewash stations, etc.)

Safety Work Plan Prepared by:

Title: __________________________ Date: ____________

Title: __________________________ Date: ____________

Title: __________________________ Date: ____________

Title: __________________________ Date: ____________

Review and Sign-Off:

Division Safety Manager________________________ Date________

Project or Area Manager________________________ Date________

Supervisor(s) In Charge________________________ Date________

Safety Liaison(s)________________________ Date________

__________________________________________ Date________

__________________________________________ Date________

Other Participants________________________ Date________

__________________________________________ Date________
SECTION 01141A – SAFETY AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY

PART 1 - GENERAL

1.1 SCOPE

A. This specification describes the safety procedures and protection provisions for Contractors and Permittees entering and working upon railroad property.

B. Use of this specification is as required by Amtrak, as described in Amtrak Engineering Practice EP3014.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.3 DEFINITIONS

A. CHIEF ENGINEER: Amtrak Chief Engineer

B. RAILROAD: National Railroad Passenger Corporation (Amtrak), and/or the duly authorized representative

C. ENGINEERING PRACTICE: Amtrak Engineering Practices establish a system of uniform practices, notices and instructions for the Amtrak Engineering Department, providing current, permanent and temporary, departmental procedures and policies.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PRE-ENTRY MEETING

A. 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.

3.2 RULES, REGULATIONS AND REQUIREMENTS
A. 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 Railroads safety rules, regulations, or requirements shall be grounds for the immediate suspension of the Permittee and/or Contractor work, and the re-training of all personnel, at the Permittee’s expense.

3.3 MAINTENANCE OF SAFE CONDITIONS

A. 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.

3.4 PROTECTION IN GENERAL

A. 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, Flagman, 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.

3.5 PROTECTION FOR WORK NEAR ELECTRIFIED TRACK OR WIRE

A. 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.

3.6 FOULING OF TRACK OR WIRE

A. 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-one (21) working 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.

B. 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.

3.7 TRACK OUTAGES

A. 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.

3.8 DEMOLITION

A. 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 bridge deck, a protective fence must be erected at both ends of the bridge to prohibit unauthorized persons from entering onto the bridge.

B. Ballasted track structure shall be kept free of all construction and demolition debris. Geotextiles or canvas shall be placed over the track ties and ballast to keep the ballast clean.

3.9 EQUIPMENT CONDITION

A. 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.

3.10 STORAGE OF MATERIALS AND EQUIPMENT

A. 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.

B. If permission is granted for the storage of compressed gas cylinders on Railroad property, they shall be stored a minimum of 25 feet from the nearest track in an approved lockable enclosure. The enclosure shall be locked when the Permittee and/or Contractor is not on the project site.

3.11 CONDITION OF RAILROAD'S PROPERTY

A. 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.

3.12 SAFETY TRAINING

A. 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. The Safety Representative shall continuously assure that all individuals comply with Railroad’s safety requirements. All safety training records shall be maintained with site specific work plan.

3.13 NO CHARGES TO RAILROAD

A. 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.

END OF SECTION 01141A
SECTION 01142A - SUBMISSION DOCUMENTATION REQUIRED FOR AMTRAK REVIEW AND APPROVAL OF PLANS FOR BRIDGE ERECTION, DEMOLITION AND OTHER CRANE/HOISTING OPERATIONS OVER RAILROAD RIGHT-OF-WAY

PART 1 - GENERAL

1.1 SCOPE

A. Amtrak requires that a site-specific work plan for accomplishing hoisting operations be prepared for every applicable project, and for each type of lift on a project.
1. The plan shall demonstrate adherence to Amtrak safety rules.
2. The plan shall demonstrate constructibility.
3. The plan shall minimize impact to rail operations.
4. The approved plan will provide the basis for field inspection/verification of the actual work.

B. Preparation, review and approval of the Crane/Hoisting site-specific work plan does not relieve the Contractor from meeting other Amtrak requirements for adequate planning and documentation of proposed work procedures within the Right-of-Way of the railroad.

C. Current Amtrak safety rules shall be adhered to in every respect.

D. Use of this specification is as required by Amtrak, as described in Amtrak Engineering Practice EP3014.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.3 DEFINITIONS

A. CHIEF ENGINEER: Amtrak Vice President, Chief Engineer

B. RAILROAD: National Railroad Passenger Corporation (Amtrak), and/or the duly authorized representative

C. ENGINEERING PRACTICE: Amtrak Engineering Practices establish a system of uniform practices, notices and instructions for the Amtrak Engineering Department, providing current, permanent and temporary, departmental procedures and policies.

1.4 SUBMISSION REQUIREMENTS

A. Unless otherwise directed in the contract, the Contractor shall submit five sets of plans and calculations to the authorized representative of the Chief Engineer, Structures, whose name and address will be provided at the project pre-construction meeting.

B. Submitted calculations and plans shall be signed and sealed by a Professional Engineer, registered in the State in which the work will be performed.
C. The Contractor shall revise and resubmit plans and calculations as many times as necessary, until a complete and correct site-specific work plan for crane/hoisting operations has been approved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 THE CONTRACTOR SHALL PROVIDE, AT A MINIMUM, THE FOLLOWING INFORMATION FOR REVIEW AND APPROVAL BY AMTRAK ENGINEERING STRUCTURES:

A. Plan view showing location(s) of cranes, operating radii, with delivery and/or disposal locations shown. Provide all necessary dimensions for locating the elements of the plan.

B. Plans and computations showing the weight of the pick.

C. Crane rating sheets, demonstrating that cranes are adequate for 150% of the calculated pick weight. That is, the cranes shall be capable of picking 150% of the load, while maintaining normal, recommended factors of safety. The adequacy of the crane for the proposed pick shall be determined by using the manufacturer's published crane rating chart and not the maximum crane capacity. Crane and boom nomenclature is to be indicated.

D. Calculations demonstrating that slings, shackles, lifting beams, etc. are adequate for 150% of the calculated pick weight.

E. Location plan showing obstructions, indicating that the proposed swing is possible. “Walking” of load using two cranes will not be permitted. Rather, multiple picks and repositioning of the crane may be permitted to get the load to the needed location for the final pick, if necessary.

F. Data sheet listing types and sizes of slings and other connecting equipment. Include copies of catalog cuts for specialized equipment. Detail attachment methods on the plans.

G. A complete procedure, indicating the order of lifts and any repositioning or re-hitching of the crane or cranes.

H. Temporary support of any components or intermediate stages, as may be required.

I. A time schedule of the various stages, as well as a schedule for the entire lifting process.

END OF SECTION 01142A
SECTION 01520A – REQUIREMENTS FOR TEMPORARY PROTECTION SHIELDS FOR DEMOLITION AND CONSTRUCTION OF OVERHEAD BRIDGES AND OTHER STRUCTURES

PART 1 - GENERAL

1.1 SCOPE

A. This engineering practice describes items to be included in the design and construction of temporary protection shields for construction overhead and near to Amtrak tracks.

B. Use of this specification is as required by Amtrak, as described in Amtrak Engineering Practice EP3014.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.3 DEFINITIONS

A. CHIEF ENGINEER: Amtrak Vice President, Chief Engineer

B. RAILROAD: National Railroad Passenger Corporation (Amtrak), and/or the duly authorized representative

C. ENGINEERING PRACTICE: Amtrak Engineering Practices establish a system of uniform practices, notices and instructions for the Amtrak Engineering Department, providing current, permanent and temporary, departmental procedures and policies.

1.4 SUBMISSION REQUIREMENTS

A. Unless otherwise directed in the Contract, the Contractor shall submit five sets of plans and calculations to the authorized representative of the Chief Engineer, Structures, whose name and address will be provided at the project pre-construction meeting.

B. Submitted calculations and plans shall be signed and sealed by a Professional Engineer, registered in the State in which the work will be performed.

C. The Contractor shall revise and resubmit plans and calculations as many times as necessary, until a complete and correct site-specific work plan for crane/hoisting operations has been approved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 CONTRACTORS WORKING ON OVERHEAD OR NEARBY DEMOLITION AND/OR CONSTRUCTION ADJACENT TO AMTRAK TRACKS, SHALL CONFORM TO THE FOLLOWING

...TEMPORARY PROTECTION SHIELDS...
DESIGN AND CONSTRUCTION REQUIREMENTS FOR TEMPORARY PROTECTION SHIELDING:

A. The Contractor shall maintain a specified level of protection to railroad facilities, during demolition and construction activities that occur overhead and nearby Amtrak tracks, as shown on the Contract Plans, as detailed in the Contract Specifications, and as described below.

B. Prior to the start of construction, the Contractor shall submit to Amtrak for review and approval, detailed, site specific plans for temporary protection shields. The plans will be reviewed as to the methods of erection, and as to whether or not the proposed installation will provide the required level of protection. No construction shall proceed until the Contractor has received written approval of the Contractor's complete, site specific plans, from Amtrak.

C. The Contractor shall design the protection shields to conform to all applicable and governing federal, state and local laws and regulations.

D. Drawings for the proposed temporary protection shields shall be signed and sealed by a Licensed Professional Engineer. Complete design calculations, clearly referenced to the drawings, and easy to review, shall be provided with submission of drawings.

E. Protection shields shall be designed for the following, minimum load and size criteria.
   1. The horizontal shield design live load on horizontal surfaces shall be the greater of a minimum of 100 pounds per square foot (psf) [5000 Pascal] or the anticipated live load to be produced by the Contractor's anticipated operations. When determining the appropriate design live load, the designer shall consider factors such as the physical capacity of proposed debris-catchin platforms to retain materials, and the type of equipment the platforms might support. Positive means of demolition and construction controls shall be provided to assure that debris that may collect on the shield will not exceed the design live load. The horizontal protection shield, in plan view, shall cover no less than the area directly over the tracks plus ten feet minimum beyond the centerline of the outermost tracks.
   2. The vertical shield shall be designed to carry a minimum 30 psf [1500 Pascal] allowance for wind load. The vertical shield shall extend a minimum of 6'-6" [1950 millimeters] above the top of the adjacent surface, such as curb or sidewalk. Anti-climb wings shall be installed at each end, as necessary, to restrict access to the railroad property.

F. The vertical and horizontal clearance envelopes required for maintenance of railroad operations, shall be indicated on the site specific work plans. These clearances are subject to review and approval by Amtrak. If applicable, both temporary and permanent envelopes shall be indicated in the plans. The temporary protection shields shall be installed outside the limits of these minimum vertical and horizontal clearances shown on the site specific work plans.

G. In electrified territory, temporary protection shields shall be bonded and grounded.

H. Temporary protection shields shall be designed and constructed to prevent dust, debris, concrete, formwork, paint, tools, or anything else from falling onto the railroad property below.

I. The temporary protection shields shall be attached to the structure in accordance with site specific work plans submitted by the Contractor and approved by Amtrak. Drilling in structural members and welding will generally not be permitted in members that are scheduled to remain in place in the reconstructed structure. For existing members scheduled for demolition or for later reconstruction, any proposed attachment shall be designed with consideration of potential existing, deteriorated conditions.

J. The Contractor shall provide the Amtrak on-site representative, for review and approval prior to any construction activity in the affected area, a proposed construction schedule for the installation, maintenance and removal of the temporary protection shields.
K. The temporary protection shields shall be installed prior to the start of any other work over the railroad in the affected areas. No construction shall proceed until the Amtrak on-site representative reviews and approves the Contractor's installed protection. Before proceeding with the work, Amtrak must be satisfied, in its sole judgment, that sufficient protection has been provided to proceed with the work.

L. The Contractor shall install and remove temporary protection shields only when an Amtrak representative is on-site.

M. The Contractor shall not install or remove temporary protection shields during train operations.

N. Temporary protection shields shall remain in place for the duration of construction activities over and nearby the railroad in the affected areas. The Contractor may remove temporary construction only after approved by Amtrak on-site representatives.

O. Where site specific conditions impose insurmountable restrictions to the design of temporary construction conforming to the limitations listed above, the design of temporary construction shall be developed in close coordination with Amtrak design review personnel. The Chief Engineer, Structures shall provide final approval of temporary construction that does not conform to the above limitations.

END OF SECTION 01520A
SECTION 02261A - REQUIREMENTS FOR TEMPORARY SHEETING AND SHORING TO SUPPORT AMTRAK TRACKS

PART 1 - GENERAL

1.1 SCOPE
A. This engineering practice describes items to be included in the design and construction of temporary sheeting and shoring construction adjacent and proximate to Amtrak tracks.
B. Use of this specification is as required by Amtrak, as described in Amtrak Engineering Practice EP2014.

1.2 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.3 DEFINITIONS
A. CHIEF ENGINEER: Amtrak Vice President, Chief Engineer
B. RAILROAD: National Railroad Passenger Corporation (Amtrak), and/or the duly authorized representative
C. ENGINEERING PRACTICE: Amtrak Engineering Practices establish a system of uniform practices, notices and instructions for the Amtrak Engineering Department, providing current, permanent and temporary, departmental procedures and policies.

1.4 SUBMISSION REQUIREMENTS
A. Unless otherwise directed in the Contract, the Contractor shall submit five sets of plans and calculations to the authorized representative of the Chief Engineer, Structures, whose name and address will be provided at the project pre-construction meeting.
B. Submitted calculations and plans shall be signed and sealed by a Professional Engineer, registered in the State in which the work will be performed.
C. The Contractor shall revise and resubmit plans and calculations as many times as necessary, until a complete and correct site-specific work plan for temporary sheeting and shoring has been approved.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION

3.1 CONTRACTORS INSTALLING TEMPORARY CONSTRUCTION SHEETING AND SHORING TO SUPPORT AMTRAK TRACKS SHALL CONFORM TO THE FOLLOWING:

A. 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, will not be closer than toe of ballast slope. The dimension from gage of rail to toe of ballast, along tangent track, is 7'-5"; see dimensions on Track standard plans for curved track dimensions.

B. USE OF SHEETING: When support of track or tracks is necessary during construction of the above-mentioned facilities, interlocking steel sheeting, adequately braced and designed to carry Cooper E80 live-load plus 50 percent impact allowance is required. Soldier piles and lagging will be permitted for track support ONLY when required penetration of steel sheet piling cannot be obtained, due to site-specific conditions that make steel sheet piling placement impracticable, in the opinion of the authorized, Amtrak design review engineer.

1. For usual soil conditions and limited excavations, sheeting is required when the near-track excavation extends beneath or nearer to the track than the Theoretical Railroad Embankment Line. The Theoretical Railroad Embankment Line is defined as a line that starts at grade, ten foot from the centerline of the outer track, and extends downward, away from the track, at a slope of 1-1/2 horizontal to one vertical.

2. For special soil conditions, such as soft organic soils and rock conditions, and for unusual excavation conditions, temporary supports for excavations may be necessary even when the limits fall beyond the Theoretical Railroad Embankment Line, requiring site specific analysis by a professional, geotechnical engineer.

3. See Sketch SK-1, "Normal Requirements for Sheet Piling Adjacent to Tracks”.

C. Exploratory trenches, three feet deep and 15 inches wide in the form of an “H”, with outside dimensions matching the proposed outside dimensions of sheeting, shall be hand dug, prior to placing and driving the sheeting, in any area where railroad or utility underground installations are known or suspected. These trenches are for exploratory purposes only, and shall be backfilled and immediately compacted, in layers. This work shall be performed only in the presence of a railroad inspector.

D. Absolute use of track is required while driving sheeting adjacent to running track. Track usage shall be prearranged per standard procedures, through the Amtrak project representative.

E. Cavities adjacent to sheet piling, created by pile driving, shall be filled with sand, and any disturbed ballast shall be restored and tamped immediately.

F. Sheet piling cutoffs

1. During construction, sheeting shall be cut off at an elevation no higher than the top of tie.

2. At the completion of construction activities involving the use of sheet piling, sheet piling may be pulled if there will be no adverse impact to the railroad track support bed, as determined by the Amtrak site engineer. This will generally be permitted when both of these conditions are met:

a. the sheeting face is at least ten feet distant from the centerline of track, and

b. the bottom of the excavation that the sheeting supported prior to backfilling, does not fall within an assumed influence zone under the tracks. The assumed influence...
zone is defined as the area, as seen in cross-sectional view, falling beneath the
Theoretical Underground Track Disturbance Line. This line is defined as a line
that starts at the end and bottom of the ties, and extends from the track outward
and downward at a one-to-one (45-degree) slope.

3. Sheet piling that is to be left in-place, shall be cut off below the ground line
   a. at least eighteen inches below final ground line at the sheeting, and
   b. no higher than 24 inches below the elevation of the bottom of the nearest ties

4. See Sketch SK-1, “Normal Requirements for Sheet Piling Adjacent to Tracks”.

G. The excavation adjacent to the track shall be covered, ramped and protected by handrails,
   barricades and warning lights, as required by applicable safety regulations, and as directed by
   Amtrak.

H. Final backfilling of excavation shall conform to project specifications.

I. The Contractor shall provide Amtrak with a detailed schedule of proposed construction
   operations, detailing each step of the proposed temporary construction operations in proximity
   to Amtrak tracks, so that Amtrak may review and approve the proposed operations, and may
   properly inspect and monitor operations.

J. Drawings for the proposed temporary sheeting and shoring shall be signed and sealed by a
   Licensed Professional Engineer. Complete design calculations, clearly referenced to the
drawings, and easy to review, shall be provided with submission of drawings.

K. Where site specific conditions impose insurmountable restrictions to the design of temporary
   construction conforming to the limitations listed above, the design of temporary construction
   shall be developed in close coordination with Amtrak design review personnel. The Chief
   Engineer, Structures shall provide final approval of temporary construction that does not
   conform to the above limitations.

When Amtrak grants approval for sheeting closer than standard minimum clearances, the
Contractor shall develop a survey plan; if not already required by the project, for the
adjacent tracks, to be conducted prior to, during, and after the temporary sheeting
construction operations. If settlement is detected, construction operations shall be
suspended until the track has been returned to its initial condition, and stabilized, as
determined by the Amtrak project site representative.

2. The Contractor shall stockpile ten (10) tons of approved ballast at the project site, and
   maintain that amount in ready reserve, to allow for the possible need to restore track
   profile.

L. Particular care shall be taken in the planning, design and execution of temporary construction,
as relates to railroad slope protection and drainage facilities. Erosion and sediment control best
management practices shall be designed and employed, as approved by Amtrak. Any
unintended disruption to railroad drainage facilities, caused by the temporary construction, shall
be promptly remedied, as directed by the Engineer, solely at the Contractor’s cost.

M. The following Information Sketch is attached:

1. Figure No. SK-1: Normal Requirements for Sheet Piling Adjacent to Track

END OF SECTION 02261A
LEGEND

ZONE 1—ABOVE AND OUTSIDE THE THEORETICAL RAILROAD EMBANKMENT LINE.

ZONE 2—FARTHER THAN 10 FEET FROM THE CENTERLINE OF TRACK, BELOW THE THEORETICAL RAILROAD EMBANKMENT LINE AND ABOVE THE THEORETICAL UNDERGROUND TRACK DISTURBANCE LINE.

ZONE 3—BELOW AND INSIDE OF THE THEORETICAL UNDERGROUND TRACK DISTURBANCE LINE.

NORMAL REQUIREMENTS FOR SHEET PILING ADJACENT TO TRACK

1. EXCAVATIONS WITHIN ZONE 1 — ABOVE AND OUTSIDE OF THE THEORETICAL RAILROAD EMBANKMENT LINE — DO NOT NORMALLY REQUIRE SHEETING TO PROTECT RAILROAD ROAD BED. SHEETING MAY BE REQUIRED FOR OTHER REASONS.

2. EXCAVATIONS WHOSE BOTTOMS EXTEND INTO ZONE 2 REQUIRE SHEETING, BUT THE SHEETING MAY NORMALY BE PULLED AFTER THE EXCAVATION HAS BEEN BACKFILLED.

3. EXCAVATIONS WHOSE BOTTOMS EXTEND INTO ZONE 3 WILL NORMALLY REQUIRE THE SHEETING TO BE LEFT IN PLACE AND CUT-OFF PER REQUIREMENTS.
SCOPE AND NATURE

There are many areas along the railroad corridor that are receiving storm water from adjacent property that results in flooding during the smallest of storms. Increased storm water flow to the railroad property increases deposits of excessive amounts of sedimentation and could cause fouling of the track structure. With the introduction of the High Speed Rail Trains, passenger safety is of the utmost importance. Diminished track support from flooding and sedimentation will not be allowed.

It is Amtrak’s policy to limit the resultant discharge and drainage of storm water from the development of adjacent properties to no more than pre-existing conditions, as demonstrated by engineering analyses through governmental regulatory processes.

It is Amtrak’s policy to protect the railroad right-of-way from sediment, erosion and excess runoff during all stages of construction activities on adjacent properties, as demonstrated by engineering analyses through governmental regulatory processes.

SPECIAL REFERENCE

The following policy is to augment Specification 02861 of EP3005, Pipeline Occupancy Requirements and Specifications, and other Amtrak I&C, design and construction standards.

SPECIAL MATERIALS

N/A

PROCEDURE

The discharge of storm water onto railroad property will be prohibited for all construction projects on or adjacent to Railroad property, unless the applicant can demonstrate that there will be a "zero net runoff" result in the peak flow and total volume based on a 100 Year Storm event, and that receiving waters downstream will not be impacted.

Computations indicating this design and suitable topographic plans, prepared by a Professional Engineer, licensed in the state in which the work will be performed, shall be submitted to the Chief Engineer for approval at least 60 days in advance of construction. If the drainage is to discharge into an existing drainage channel on or under the Railroad Right of Way, a hydraulic analysis of the existing structures must be included.

Formal approval of the proposed design, by the appropriate governmental agency or agencies, must be submitted with the computations. Control of soil erosion and sedimentation must be demonstrated on the design plans in accordance with the appropriate state and local regulations.
The Contractor shall be responsible for control of the site and protection of railroad property during the entire construction project, through completion. The design of sedimentation, erosion and runoff control during construction shall accommodate conditions of every phase of construction.

Review, monitoring and approval process:

1. The Contractor shall conform to this Amtrak policy, and demonstrate conformance by standard Amtrak review submissions and approvals, as noted above.

2. Amtrak I&C shall assure that agencies and other third parties proposing construction on or adjacent to Amtrak Right-of-Way conform to Amtrak policy detailed herein.

3. Amtrak Design and Construction shall review the Contractor's proposed design and construction procedures for conformance with Amtrak policy, as demonstrated through appropriate engineering analyses and the government regulatory process.

4. Amtrak Construction shall monitor the activities of the Contractor on-site to assure compliance/adherence to approved procedures throughout the construction period.

REPORTING
N/A

RESPONSIBILITY

Amtrak I&C Staff  Comply with Procedure
Director I&C  Assure Compliance
Amtrak Design Staff  Comply with Procedure
Director Structures Design  Assure Compliance
Amtrak Construction Staff  Comply with Procedure
Sr. Director Construction  Assure compliance
AMTRAK SPECIFICATION - AED-1

PROCEDURES AND DESIGN CRITERIA TO BE EMPLOYED BY ELECTRIFICATION CONSULTANTS ENGAGED IN THE DESIGN OF ELECTRIFICATION FACILITIES ON THE NATIONAL RAILROAD PASSENGER CORPORATION

PREPARED BY:
AMTRAK - OFFICE OF THE DEPUTY CHIEF ENGINEER - ET
PHILADELPHIA, PA
(REVISED Nov. 2005)
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>CONTENTS</th>
<th>PAGE#</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. QUALIFIED CONSULTANTS LIST</td>
<td>3</td>
</tr>
<tr>
<td>II. PROCEDURES</td>
<td>3</td>
</tr>
<tr>
<td>III. DESIGN DRAWINGS</td>
<td>5</td>
</tr>
<tr>
<td>IV. STRUCTURAL DESIGN CRITERIA</td>
<td>7</td>
</tr>
<tr>
<td>V. ELECTRICAL DESIGN CRITERIA</td>
<td>9</td>
</tr>
<tr>
<td>VI. CONSTRUCTION RELATED SERVICES</td>
<td>9</td>
</tr>
<tr>
<td>VII. RECORD TRACINGS</td>
<td>10</td>
</tr>
<tr>
<td>VIII. APPROVALS</td>
<td>11</td>
</tr>
</tbody>
</table>
I. QUALIFIED CONSULTANTS LIST

A. Amtrak maintains a list of “Qualified Electrification Consultants” for its own convenience and to facilitate the process of selecting firms to perform electrification design on Amtrak property. Consulting firms are included on Amtrak’s “Qualified” list based on the experience and knowledge of their key personnel, their past performance on electrification projects in general, and past performance on specific Amtrak projects.

B. A Consultant may be removed from Amtrak’s “Qualified” List if it is determined that he no longer meets the requirements for inclusion as specified in paragraph “A” above.

C. Application for inclusion on Amtrak’s “Qualified Electrification Consultants” list shall be submitted to:

   R. G. Verreine
   Director - ET Design & Standards
   National Railroad Passenger Corporation 30th Street Station, 4th Floor - South Tower
   Philadelphia, PA 19104

Applications shall be in the form of a letter of interest and shall have attached the following information:

1. Key Personnel and their qualifications.
2. Past and current electrification projects (other than Amtrak) with the names and telephone numbers of their clients.
3. Past and current Amtrak electrification projects.

D. A Consultant may be included on the “Qualified” list on a probationary basis pending performance on an Amtrak Electrification Project.

E. Consultants must re-apply for inclusion on Amtrak’s Qualified List each calendar year. Submissions must be made prior to October 1st of the preceding year in order to be considered.

II. PROCEDURES

A. Whenever the Term “Engineer” is used in this specification, it shall mean the Deputy Chief Engineer, ET of Amtrak or an authorized representative.

B. Upon receipt of notice to proceed with design work, the Electrification Consultant shall so inform the Director of Design - Electric Traction of Amtrak, and shall also provide the name of the Consultants Personnel responsible for the project management. Any changes in the Electrification Consultant’s key personnel shall be approved by the Director - ET Design.

C. Consultant’s personnel, before entering Railroad property, shall execute an Amtrak “Permit to Enter Upon Property”, and attend Amtrak’s Contractor’s Safety Class.

D. Prior to proceeding with the final design, the Consultant shall submit to Amtrak, for review and discussion, preliminary conceptual plans for the proposed electrification modifications. This is especially important in work involving changes to the catenary configuration, sectionalizing,
transmission lines, and signal power lines. The plans shall indicate the preliminary design concepts in sufficient detail for Amtrak design personnel to provide definitive direction in which to proceed with the design.

In conjunction with the conceptual submission, a field meeting shall be held between representatives of the Electrification Consultant and Amtrak's ET Design and Construction Departments to evaluate alternatives and establish an acceptable conceptual plan.

Following approval of the conceptual plans, submissions at the 30%, 60%, 90%, and final level, shall be provided for Amtrak's review and comment per the agreed upon schedule of submissions. Design calculations shall be submitted at all levels of submissions. The Electrification Consultant shall also provide an electrification cost breakdown at the 60% level and upon submission of final plans. Unless otherwise directed, submittals shall be sent to the attention of the Engineer.

E. It shall be the responsibility of the Consultant to verify the information contained on Amtrak record drawings pertaining to the project work by on-site inspection.

F. It shall be the responsibility of the Electrification Consultant to perform exploratory trenching to establish all underground Amtrak facilities such as ducts, pipes, and footings in all areas that excavation is required by the design. Hand dug exploratory trenches shall be as described in Section IV of this specification.

G. Final drawings, specifications and calculations shall be submitted to Amtrak for approval prior to being issued for bidding or construction. Each drawing shall bear the stamp of a Professional Engineer, registered in the state in which the work will be performed.

H. When it is necessary to revise existing Amtrak bonding and grounding plans, and sectionalizing plans, these Amtrak plans showing the revisions shall be submitted to the railroad upon completion of construction.

I. Unless otherwise instructed, the Consultant shall utilize the current standard Amtrak structural, catenary, and electrical details and materials in the design of the project.

J. The project sponsor (if other than Amtrak) shall be responsible for all liaison and coordination between all agencies and utilities that may be involved in the project work.

K. The Electrification Consultant shall be responsible for review of all shop and manufacturers drawings for all structures, catenary material or electrical equipment designed or specified by him in connection with the project.
III. DESIGN DRAWINGS

The design drawings prepared by the Consultant for the proposed electrification system modifications shall include, but not be limited to the following, and shall be arranged as described below.

A. The first drawing of the design set shall be a location plan sheet. The drawing shall contain, in addition to a plan of construction limits (scale not less than 1" = 100') the following information:

1) General notes - steel, concrete, excavation, etc.
2) List of abbreviations used.
3) Division of work and material supply legend.
4) List of reference drawings.
5) List of design drawings in set.
6) Construction sequence.

B. The next plan sheet shall be a profile drawing indicating the modifications to existing overhead lines (other than catenary) if required, and the relationship of the proposed construction to existing facilities. This profile drawing shall be drawn to a vertical scale 1" = 20' and a horizontal scale of 1" = 100'.

C. The next plan sheets shall be wiring plan drawings indicating all existing and new information pertaining to the catenary system, its supporting structures and ancillary conductors. These wiring plan drawings shall be drawn to a scale 1" = 20', 1"=30' or 1"=40' (depending upon project size).

D. The next plan sheets shall be the catenary profile drawings indicating the new and/or modifications to existing catenary wires and (if required) the relationship of the proposed construction to existing facilities. These profile drawings shall be drawn to a vertical scale 1" = 4' and a horizontal scale of 1" = 40'.

E. The next group of design drawings shall present erection diagrams for all new permanent and temporary structures and existing modified structures. Erection diagrams shall be drawn to a scale of 1" = 10, and shall be accompanied by a structure loading diagram (on the same drawing) drawn to a scale of 1" = 20, indicating all design loads (vertical, wind, side pull) applied to the structure. Erection diagrams shall also be presented to indicate the total or partial removal of existing structures and steps that may be required to accomplish the removal. Each erection diagram sheet shall contain a bill of material listing assembled items required per structure such as poles, crossbeams, sag braces, cross arms, insulator assemblies, guy anchors and foundation types. All listed items shall be marked and the drawings showing those details shall also be listed. Modified structures must have erection diagrams that have all of the information from the original document transposed onto them. These drawings will supersede the original drawings. The drawings must be drawn so that existing and new material can be differentiated.
F. Erection diagram sheets shall be followed by:

1) Structural steel design detail drawings.

2) Foundation and guy anchor design detail drawings.

3) Hardware and insulator assembly details which shall have bills of material identifying the various assembly components, including the manufacturers' name, and Amtrak AMMS number.

4) Wire sags and tension charts, as required.

5) Miscellaneous details as required.

6) Underground duct relocation plan, profile and detail drawings if required.

7) Electrical design drawings.

8) Master Bill of Material indicating mark number, Amtrak reference drawing number, AMMS number, description, manufacturer, unit of measurement, and ordering totals of the material being used.

G. On overhead bridge projects, drawings shall be prepared in accordance with Amtrak standard drawings ET1120-C, ET-1446-D, and ET-1447-D. These drawings shall indicate the temporary and permanent bonding and grounding of the bridge and shall contain a plan of the bridge crossing and all necessary details, clearances and elevations required to clearly show all of the work involved. Warning signs shall also be indicated and shall conform to current Amtrak standards as to location, size, and type used. An itemized bill of material (including Amtrak AMMS number) shall be included for all Railroad work.

H. Existing Amtrak structure bonding and ground plans, sectionalizing plans, and other related drawings shall be revised (where applicable) to indicate modifications and submitted in accordance with Section II of this specification.

I. Final structural and catenary drawings shall be accompanied by a suggested construction procedure outlining a step-by-step sequence to be followed to accomplish the project. This suggested procedure will be prepared to minimize electrical outages, track occupations, and interruptions to Railroad traffic and to maintain the safety of the workmen and the integrity of the transmission, catenary and signal systems during the proposed construction. All construction activities related to the project shall be integrated into the sequence of construction.

J. Unless otherwise directed, plan submissions prior to the final plan submittal shall consist of (1) CD ROM containing all pertinent design documents in PDF file format. All submittals are to be sent to the Director – ET Design.

K. Unless otherwise directed, after final plans are accepted and released for construction and material purchase, submit five (5) half-size sets of plans and (1) CD ROM containing all drawings in AutoCAD format. Submit material list and specifications, in their original file formats. Submittals shall be sent to the Director – ET Design.
IV. STRUCTURAL DESIGN CRITERIA

A. All structural design shall be in accordance with the current Amtrak specifications for the Design of Catenary Supporting Structures with the following amendments:

1) Current AISC specifications shall be used for the design fabrication and the erection of structural steel, except that allowable stresses shall not be increased one-third above stress values given in specifications when produced by wind loading unless specifically approved by Amtrak.

2) Current ACI Building Code Requirements for Reinforced Concrete shall be used for the design and construction of reinforced concrete structural elements of any structure.

3) Soil boring information including location of borings shall be provided on the design drawings, preferably on the foundation drawings if possible. A soil boring shall be taken at each new foundation location of any modified or proposed new structure. When the number of foundations makes it impracticable to provide a boring for every foundation, a proposed boring plan must be submitted to the Engineer for approval. Foundations shall be designed in accordance with allowable soil bearing values of materials encountered.

4) All design drawings shall be done under the supervision of a Professional Engineer, registered in the state where the work will be performed, who shall seal drawings submitted for final approval.

B. The Consultant is advised that the following criteria is to be included in the design and construction of all permanent and temporary facilities adjacent to Amtrak tracks:

1) On electrification projects involving modifications to existing facilities, a minimum of 12'-0" (plus curvature allowance) is to be maintained from centerline of track to face any new pole or guy strand.

2) On new electrification extensions or independent pole transmission lines a clearance of 18'-0" from centerline of track to face of pole or guy is required.

3) New anchors and foundations shall be located and designed so that any temporary sheeting required for their construction will not be closer than toe of slope shown for standard track section (7'-5" is dimension from gage of rail to toe of ballast slope for tangent track; see dimension on Standard Plan No. 70003B for dimensions on curved track).

   Note: Minimum clearances less than those stated above must be approved by the Chief Engineer ET of Amtrak.

4) Exploratory trenches (3) three feet deep and fifteen (15) inches wide in the form of an “H” with outside dimensions matching the outside sheeting dimensions, are to be hand dug to determine the presence of any underground installation. The design drawings shall show an outline of the exploratory trenches. All work must be done in accordance with Amtrak requirements for temporary sheeting and shoring to support Amtrak’s facilities.
5) The following should be included in the general notes on all drawings for temporary sheeting, shoring and excavation to be performed adjacent to Amtrak’s tracks:
   a) The Contractor (if applicable) is to provide a schedule of each operation and obtain approval of Amtrak so that it may be properly supervised by Amtrak personnel.
   b) Exploratory trenches are to be hand dug to determine the presence of any underground installation. Before proceeding, these trenches are to be back filled and immediately compacted. This work must be done in the presence of a railroad inspector.
   c) Absolute use of track is required while driving sheeting adjacent to running track.
   d) Cavities created by driving of sheet piling shall be filled with sand and any disturbed ballast should be restored and tamped immediately.
   e) Sheet piling shall be cut off at top of tie during construction and then, after construction, shall be cut off eighteen (18) inches below existing ground line or grade and left in place.
   f) The excavation should be covered and rammed each night and barricades and warning lights provided as directed by Amtrak.
   g) Final back filling shall be as required by specifications.
   h) When support of track or tracks is necessary during construction of above-mentioned facilities, interlocking steel sheeting adequately braced and designed to carry E-80 live load plus 50% impact is required. Soldier piles and lagging will be permitted for supporting adjacent track or tracks only when required penetration of steel sheet piling cannot be obtained or when in the opinion of the Engineer, steel sheet piling would be impracticable to place.

6) All drawings for temporary sheeting and shoring shall be prepared and stamped by a Professional Engineer and shall be accompanied by complete design computations when submitted for approval. The need for a Consultant to include details of temporary sheeting on design drawings will be determined when reviewing drawings submitted to Amtrak for structural approval.

7) Particular care shall be taken to avoid erosion or filling of Railroad’s drainage facilities. Erosion and sediment control in the vicinity of the Railroad shall be as approved by the Engineer and the Railroad. Disrupted Railroad drainage facilities shall be corrected promptly as directed by the Engineer at the Contractor’s sole expense.
V. ELECTRICAL DESIGN CRITERIA

A. Electrical Clearances shall be in accordance with applicable, current Amtrak and AREMA specifications. Any deviation from the established Railroad standards must be approved by Amtrak. Vertical clearances between overhead electrical transmission lines and roadways must also meet state and local municipal requirements.

B. The catenary gradient should be designed not to exceed the value 1/(5 x Speed) where practicable. As an alternate, the catenary gradients specified in Chapter 33 of the AREMA Manual may be considered.

VI. CONSTRUCTION RELATED SERVICES

A. The A/E shall provide a qualified on-site (E.T.) inspector for the duration of the construction of the project. The E.T. inspector shall be responsible for the following:

1) Responding to Contractor's requests for information (R.F.I.').
2) Evaluating Contractor's submittals.
3) Reviewing shop drawings, calculations, and technical requirements.
4) Preparing as-built drawings.
5) Providing technical assistance during construction, testing and turnover.
6) Attending project meetings.
7) Participating in on-site inspections.
8) Preparing revised design documents to clarify or modify drawings during construction.
9) Assisting with preparation and resolution of punch list items.
10) Other Construction Related Services as required.

The Inspector shall keep the Director E.T. Design or his representative apprised of all transactions related to the above Construction Related Services.
VII. RECORD TRACINGS

A. Upon completion of the construction, the Consultant shall provide Amtrak with "as-built" or record drawings. This work will include the following.

1) Revisions to existing Amtrak tracings as required. These tracings include, but are not limited to, erection diagrams, overhead bridge drawings, track maps, bonding and grounding plans, catenary sectionalizing plans, impedance diagrams, and transmission profiles.

2) Four (4) mil Mylar tracings shall be prepared for all new permanent facilities such as catenary structures at overhead bridges. These drawings shall be prepared on appropriate standard Amtrak tracings – four (4) mil Mylar. Permanent drawing numbers shall be obtained from Amtrak.

3) One (1) CD ROM containing all electronic documents (except plans) in their original file format. Plans shall be submitted in AutoCAD format.

4) Unless otherwise directed, final "as-built" documents are to be sent to the following address:

   R. G. Verrelle
   Director ET Design & Standards
   National Railroad Passenger Corporation
   30th Street Station, 4th Floor South Tower- Box 41
   Philadelphia, Pa 19104
VIII. APPROVALS

[Signature]
M.D. Insight
Technical Director Electric Traction Design

[Signature]
R.J. Verhelle
Deputy Chief Engineer Electric Traction

2/10/01
DATE

8/18/06
DATE
NATIONAL RAILROAD PASSENGER CORPORATION
TEMPORARY PERMIT TO ENTER UPON PROPERTY
C.E.-17 (REVISED 12/1/06)

ATTN:

1. **TEMPORARY PERMISSION.** Temporary permission is hereby granted to ____________________________ (hereinafter called "Permittee"), to enter property owned and/or controlled by the National Railroad Passenger Corporation (hereinafter called "Railroad"), for the purpose of ____________________________ at ____________________________, State of ____________________________, under the terms and conditions set forth below.

2. **LOCATION AND ACCESS.** (Give map reference, description or both)

3. **INDEMNIFICATION.** Permittee shall defend, indemnify and hold harmless Railroad, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries, irrespective of their negligence or fault, from and against any and all losses and liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses (including cost of defense and attorneys' fees), which any or all of them may hereafter incur, be responsible for, or pay as a result of injury, death, disease, or occupational disease to any person, and for damage (including environmental contamination and loss of use) to or loss of any property, including property of Railroad, arising out of or in any degree directly or indirectly caused by or resulting from activities of or work performed by Permittee, its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Permittee. The foregoing obligation shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for Permittee or any contractor or subcontractor, and shall survive the termination of this Temporary Permit for any reason. As used in this paragraph, the term "Railroad" also includes all commuter agencies and other railroads with rights to operate over Railroad property, and their respective officers, directors, employees, agents, servants, successors, assigns and subsidiaries.

4. **CONSIDERATION FOR PREPARATION OF TEMPORARY PERMIT.** Permittee will pay to Railroad the sum of Five Hundred Dollars ($500.00) as compensation for the preparation of this Temporary Permit. This fee is to be delivered to Railroad at the address set forth in paragraph 17 hereof.

5. **STARTING OF USE OF PROPERTY.** Permittee shall notify Railroad's Deputy Chief Engineer-Construction, or his designee, at least ten (10) days in advance before entering upon, or starting any work on, the Property. No entry upon or use of the Property will be permitted until a fully executed copy of this Temporary Permit is returned to Railroad, and specific permission to enter upon the Property is received by Permittee from Railroad's Director Project Initiation & Development. (See paragraph 17 for contact information.)

6. **RAILROAD OPERATIONS.** All activities performed by or on behalf of Permittee shall be performed so as not to interfere with Railroad's operations or with any of Railroad's facilities. In no event shall personnel, equipment or material cross a track or tracks without special advance permission from Railroad's Deputy Chief Engineer-Construction or his designee. If, in the opinion of Railroad's Deputy Chief Engineer-Construction or his designee, conditions warrant at any time, Railroad will provide flag service and/or other protection at the sole cost and expense of Permittee, and Permittee agrees to pay to Railroad the full cost and expense therefor.

7. **CLEARANCES.** All equipment and material of Permittee shall be kept at all times not less than fifteen (15) feet from the centerline of the outside track, unless specifically otherwise authorized in
writing by Railroad's Deputy Chief Engineer-Construction or his designee. Permittee shall conduct all operations so that no part of any equipment shall foul an operated track; transmission, communication or signal line; or any other structure or facility of Railroad.

8. **RESTORATION OF PREMISES.** Upon completion of its work, Permittee shall, at the option of Railroad, (a) leave the Property in a condition satisfactory to Railroad, or (b) restore the Property to its original condition. This may include, without limitation, the restoration of any fences removed or damaged by Permittee.

9. **TERM OF TEMPORARY PERMIT.** This Temporary Permit shall commence on the date Railroad receives a fully executed copy of this Temporary Permit pursuant to paragraph 17 hereof and shall extend until the end of the period Railroad determines is necessary for Permittee to accomplish the purpose set forth in paragraph 1 hereof, provided, however, Railroad reserves the right to revoke this Temporary Permit at any time, and in no event shall this Temporary Permit extend beyond __________. Under no circumstances shall this Temporary Permit be construed as granting to Permittee any right, title or interest of any kind in any property of Railroad.

10. **PROTECTION.** All work on, over, under, within or adjacent to the Property shall be performed in accordance with the document entitled "SPECIFICATIONS REGARDING SAFETY AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY," a copy of which is attached hereto as Attachment A and incorporated herein by reference.

11. **INSURANCE.** Before Permittee commences any work on, over, under, within or adjacent to the Property, Permittee and its contractors (unless Permittee opts to provide the required coverage for them), shall furnish to Railroad's Director Project Initiation & Development, evidence of the insurance coverages specified in the document entitled "INSURANCE REQUIREMENTS - NATIONAL RAILROAD PASSENGER CORPORATION," a copy of which is attached hereto as Attachment B and incorporated herein by reference.

12. **SAFETY ORIENTATION CLASS.** No person may enter within twenty-five (25) feet of the Property until he/she has attended Railroad's Safety Orientation Class, as noted in paragraph 12 of Attachment A.

13. **COMPLIANCE BY CONTRACTORS.** Permittee shall take all steps necessary to ensure that its contractors and subcontractors comply with the terms and conditions of this Temporary Permit.

14. **SUPPORT SERVICES: COSTS: PAYMENTS.** Railroad shall not be responsible for any costs incurred by Permittee in relation to any matter whatsoever. Permittee is required to reimburse Railroad for all costs incurred by Railroad in relation to this Temporary Permit. Without limiting the foregoing, Permittee is required to reimburse Railroad for all costs incurred by Railroad in connection with the review of any plans, drawings or other submissions made by Permittee.

Railroad's costs, expenses and labor charges will be billed to Permittee at Railroad's standard force account rates. Except as specified in paragraph 4 hereof, all payments due from Permittee to Railroad under this Temporary Permit shall be due and payable within thirty (30) days from the date of invoice. Permittee shall have no right to set off against any payment due under this Temporary Permit any sums which Permittee may believe are due to it from Railroad for any reason whatsoever. In the event that Permittee shall fail to pay, when due, any amount payable by it under this Temporary Permit, Permittee shall also pay to Railroad, together with such overdue payment, interest on the overdue amount at an annual rate of six (6) percentage points over and above the rate published from time to time by The Wall Street Journal as the prime commercial lending rate (or the highest rate allowed by law, if less than the foregoing), calculated from the date the payment was due until paid. All payments due from Permittee to Railroad hereunder shall be: (a) made by check drawn from currently available funds; (b) deemed made only upon receipt by Railroad of collected funds; (c) made payable to National Railroad Passenger
Corporation; and (d) delivered to the National Railroad Passenger Corporation, 23615 Network Place - GROUP, Chicago, IL 60673-1236. (However, the permit fee referenced in paragraph 4 hereof and the Railroad Protective Liability premium referenced in Attachment B, if applicable, shall be delivered to Railroad at the address set forth in paragraph 17 hereof.) All payment obligations of Permittee under this Temporary Permit shall survive the termination or expiration of this Temporary Permit.

15. ENVIRONMENTAL AND GEOTECHNICAL TESTS AND STUDIES. Permittee shall not perform any environmental or geotechnical tests or studies (e.g., air, soil or water sampling) unless specifically identified and authorized in paragraph 1 of this Temporary Permit. If any such tests or studies are performed, Permittee shall promptly furnish to Railroad, at no cost, a copy of the results including any reports or analyses obtained or compiled. Except as may be required by applicable law or as authorized by Railroad in writing, Permittee shall not disclose the results of any such tests or studies to anyone other than Railroad or Permittee’s client. Failure to comply with the provisions of this clause shall result in immediate termination of this Temporary Permit and forfeiture of all compensation paid Railroad therefor.

16. SEVERABILITY. If any provision of this Temporary Permit is found to be unlawful, invalid or unenforceable, that provision shall be deemed deleted without prejudice to the lawfulness, validity and enforceability of the remainder of the Temporary Permit.

17. ACCEPTANCE. To confirm acceptance of this Temporary Permit, one fully executed copy must be returned to: Director Project Initiation & Development, National Railroad Passenger Corporation, 30th Street Station, Mail Box 64, Philadelphia, PA 19104 (215/349-1127). The second copy may be retained for your file.

NATIONAL RAILROAD PASSENGER CORPORATION

By: ________________________________

DEPUTY CHIEF ENGINEER - CONSTRUCTION

Date: _______________________________

AGREED TO AND ACCEPTED:

By: __________________________________

(signature)

Title: __________________________________

Must be an Owner/Partner or duly authorized representative

Date: _______________________________
ATTACHMENT A
Temporary Permit to Enter Upon Property

SPECIFICATIONS REGARDING SAFETY
AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY (Revised 2/3/06)

National Railroad Passenger Corporation (Railroad)

In the following Specifications, "Railroad" shall mean the National Railroad Passenger Corporation; “Chief Engineer” shall mean Railroad’s Chief Engineer and/or his duly authorized representative; “Permittee” shall mean the party so identified in the Temporary Permit to Enter Upon Property; and “Contractor” shall mean the entity retained by the Permittee or the entity with whom Railroad has contracted in a Preliminary Engineering Agreement or Force Account Agreement, as applicable.

(1) Pre-Entry Meeting: 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 Permittee and/or Contractor work, and the re-training of all personnel, at Permittee’s expense.

(3) Maintenance of Safe Conditions: 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) Protection in General: Permittee and/or Contractors shall consult with the Chief Engineer to determine the type and extent of protection required to ensure 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) **Foulage 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-one (21) working 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) **Track Outages:** 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) **Demolition:** During any demolition, 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 bridge deck, a protective fence must be erected at both ends of the bridge to prohibit unauthorized persons from entering onto the bridge.

Ballasted track structure shall be kept free of all construction and demolition debris.

(9) **Equipment Condition:** 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 ensure 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.
If permission is granted for the storage of compressed gas cylinders on Railroad property, they shall be stored a minimum of 25 feet from the nearest track in an approved lockable enclosure. The enclosure shall be locked when the Permittee and/or Contractor is not on the project site.

(11) **Condition of Railroad’s Property:** 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 Permittee and/or Contractors and shall leave Railroad’s property in a condition satisfactory to the Chief Engineer.

(12) **Safety Training:** All individuals, including representatives and employees of 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 Orientation 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 ensure that all individuals comply with Railroad’s safety requirements. All safety training records shall be maintained with the site specific work plan.

(13) **No Charges to Railroad:** 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.
ATTACHMENT B
Temporary Permit to Enter Upon Property

INSURANCE REQUIREMENTS
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
CHICAGO UNION STATION COMPANY (CUSCO)
WASHINGTON TERMINAL COMPANY (WTC)
Revised as of September 2008

DEFINITIONS

In these Insurance Requirements "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation and as appropriate, its subsidiaries Chicago Union Station Company ("CUSCO") and Washington Terminal Company ("WTC"). "Contractor" shall mean the party identified as "Permittee" in the Temporary Permit to Enter Upon Property Agreement or the party with whom Amtrak has contracted in the Preliminary Engineering Agreement or Force Account Agreement, as well as its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Permittee or Contractor. "Operations" shall mean activities of or work performed by Contractor. "Agreement" shall mean the Temporary Permit to Enter Upon Property Agreement, Preliminary Engineering Agreement, or Force Account Agreement, as applicable.

INSURANCE

Contractor shall procure and maintain, at its sole cost and expense, the types of insurance specified below. Contractor shall evidence such coverage by submitting to Amtrak the original Railroad Protective Liability Policy and certificates of insurance evidencing the other required insurance, prior to commencement of Operations. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed. Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, provided the evidence of insurance submitted by Contractor to Amtrak so stipulates. The insurance shall provide for thirty (30) days prior written notice to Amtrak in the event coverage is substantially changed, canceled or non-renewed. All insurance shall remain in force until all Operations are satisfactorily completed (unless otherwise noted below), all Contractor personnel and equipment have been removed from Railroad property, and any work has been formally accepted. Contractor's failure to comply with the insurance requirements set forth herein shall constitute a violation of the Agreement.

Workers' Compensation Insurance complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of Contractor. Employer's Liability coverage with limits of not less than $1 million each accident or illness shall be included.

In the event the Operations are to be performed on or over navigable waterways, a Longshoremens and Harbor Workers' Compensation Act Endorsement and a Maritime Coverage Endorsement are to be added, including coverage for wages, transportation, maintenance and cure.

Commercial General Liability Insurance covering liability of Contractor with respect to all operations to be performed and all obligations assumed by Contractor under the terms of the Agreement. Products-completed operations, independent contractors and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad and any Explosion/Collapse/Underground (X-C-U) exclusions deleted. The policy shall name National Railroad Passenger Corporation, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. Coverage under this policy shall have limits of liability of not less than $2
million each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

**Automobile Liability Insurance** covering the liability of Contractor arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under Contractor's Commercial General Liability insurance. The policy shall name National Railroad Passenger Corporation, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. Coverage under this policy shall have limits of liability of not less than $1 million each occurrence, combined single limit, for bodily injury and property damage (including loss of use) liability.

In the event Contractor or any subcontractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to $5 million each occurrence.

**Railroad Protective Liability (RRP) Insurance** covering the Operations performed by Contractor or any subcontractor within fifty (50) feet vertically or horizontally of railroad tracks. The current ISO Occurrence Form (claims-made forms are unacceptable) in the name of the National Railroad Passenger Corporation (and as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue) shall have limits of liability of not less than $2 million each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A $6 million annual aggregate shall apply. Additionally, Policy Endorsement CG 28 31 - Pollution Exclusion Amendment, is required to be endorsed onto the policy. Further, "Physical Damage to Property" as defined in the policy is to be deleted and replaced by the following endorsement:

"It is agreed that ‘Physical Damage to Property’ means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured’s care, custody and control."

The original RRP Liability Insurance Policy must be submitted to Amtrak prior to commencement of Operations.

In the alternative, and upon Amtrak’s approval, Contractor may elect to have Amtrak insure the Operations under its Blanket RRP Liability Insurance Program. The premium, which shall be determined by the rate schedule promulgated by the insurer in effect as of the effective date of the Agreement, shall be prepaid by Contractor. In the event Contractor and Amtrak agree to insure the Operations under Amtrak’s RRP Program, Contractor shall include the RRP premium of $________ in addition to the Permit Fee, and send its check made payable to National Railroad Passenger Corporation to the individual set forth below prior to commencement of Operations.

**All Risk Property Insurance** covering physical loss or damage to all property used in the performance of the Operations. The policy shall have limits of liability adequate to cover all property of Contractor (including personal property of others in Contractor’s care, custody or control) and shall include a waiver of subrogation against Amtrak, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue.

**Contractor’s Pollution Liability Insurance** covering the liability of Contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, that arise from the Operations of Contractor with National Railroad Passenger Corporation, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue named as additional insureds. Coverage under this policy shall have limits of liability of not less than $2 million each occurrence. The coverage shall be maintained during the term of the project, and for at least two
(2) years following Amtrak acceptance of the completion of all Operations to be performed.

**Pollution Legal Liability Insurance** is required if any hazardous material or waste is to be transported or disposed of off the jobsite. Contractor, its subcontractor or transporter, as well as the disposal site operator, shall maintain this insurance. Contractor shall designate the disposal site, and must provide a certificate of insurance from the disposal facility to Amtrak. The policy shall name National Railroad Passenger Corporation, as appropriate CSUCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds, with limits of liability of not less than $2 million per claim.

Further, any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by Contractor.

**Professional Liability Insurance** covering the liability of Contractor for any and all errors or omissions committed by Contractor in the performance of the Operations, regardless of the type of damages. The coverage shall be maintained during the term of the Operations, and for at least three (3) years following completion thereof. The policy shall have limits of liability of not less than $2 million per claim and in the annual aggregate. The policy may contain a deductible of a maximum of two hundred fifty thousand dollars ($250,000), but in such case the deductible is the sole responsibility of Contractor, and no portion of such deductible is the responsibility of Amtrak.

Contractor may elect to satisfy this requirement through the addition of endorsement CG2279 "Incidental Professional Liability" to its CGL policy.

**Claims-Made Insurance** - If any liability insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. The retroactive date shall coincide with or precede Contractor’s start of Operations (including subsequent policies purchased as renewals or replacements);

2. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;

3. Contractor will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., Commercial General Liability, Professional Liability) for at least three (3) years following completion of the Operations; and

4. If insurance is terminated for any reason, Contractor will purchase an extended reporting provision of at least two (2) years to report claims arising from Operations.

Contractor shall furnish evidence of insurance as specified above at least fifteen (15) days prior to commencing Operations. **THESE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE LOCATION ALONG THE RAILROAD RIGHT-OF-WAY (typically given by milepost designation) IN ORDER TO FACILITATE PROCESSING.** The fifteen (15) day advance notice of coverage may be waived by Amtrak in situations where such waiver will benefit Amtrak, but under no circumstances will Contractor begin Operations without providing satisfactory evidence of insurance as approved by Amtrak. Such evidence of insurance coverage shall be sent to:

Director Project Initiation & Development
National Railroad Passenger Corporation
30th Street Station, Mail Box 64
Philadelphia, PA 19104-2817
# EXHIBIT B

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
DBE REQUIREMENTS FOR CONSTRUCTION CONTRACTS  
FUNDED BY FEDERAL HIGHWAY ADMINISTRATION (FHWA)

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>NO.</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Authority</td>
<td>1</td>
</tr>
<tr>
<td>2.0</td>
<td>Assurance</td>
<td>1</td>
</tr>
<tr>
<td>3.0</td>
<td>Bidder Pre-Award Requirements</td>
<td>2</td>
</tr>
<tr>
<td>3.01</td>
<td>Pre-Award Requirements</td>
<td>2</td>
</tr>
<tr>
<td>3.02</td>
<td>Good Faith Effort Documentation</td>
<td>3</td>
</tr>
<tr>
<td>4.0</td>
<td>Administrative Reconsideration Procedures</td>
<td>5</td>
</tr>
<tr>
<td>5.0</td>
<td>Disqualification of Bidders</td>
<td>7</td>
</tr>
<tr>
<td>6.0</td>
<td>Changes to the Contract</td>
<td>7</td>
</tr>
<tr>
<td>7.0</td>
<td>Civil Rights Requirements</td>
<td>7</td>
</tr>
<tr>
<td>8.0</td>
<td>Disadvantaged Business Enterprise/Emerging Small Business Enterprise (DBE/ESBE) Goals and Trainee Goals</td>
<td>9</td>
</tr>
<tr>
<td>9.0</td>
<td>Subcontracting</td>
<td>11</td>
</tr>
<tr>
<td>10.0</td>
<td>Addition, Termination and Replacement of a DBE Subcontractor</td>
<td>11</td>
</tr>
<tr>
<td>11.0</td>
<td>Required Forms</td>
<td>12</td>
</tr>
<tr>
<td>12.0</td>
<td>Federal Attachments</td>
<td>13</td>
</tr>
</tbody>
</table>
This document provides prospective Bidders on construction projects funded by FHWA, monitored by NJDOT through its Division of Civil Rights and Affirmative Action (DCR/AA) and managed by NJ TRANSIT, information about FHWA’s Disadvantaged Business Enterprise (DBE) Program. Prospective Bidders are encouraged to ask questions regarding the directives contained in the DBE specifications at the pre-bid conference. For further clarification of the DBE specifications, along with assistance in completing the forms, Bidders may contact the person identified in the Special Provisions for the Project.

A directory of certified Disadvantaged Small Businesses Enterprise firms can be found in the New Jersey Unified Certification Program Vendor Certification database, online at https://njucp.dbesystem.com/.

The above directory is to be used as a source of information only and do not relieve the Bidder of their responsibility to seek out Enterprises not listed, prior to bidding.

This document is considered a part of the Contract and shall be binding upon successful Bidder and all sub-recipients in carrying out the contract requirements.

1.0  Authority

The NJDOT DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Contract. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this Contract.

2.0  Assurance

The Contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as NJ TRANSIT deems appropriate, which may include, but not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated Damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsive.
3.0 **Bidder Pre-Award Requirements**

On Federal aid projects, all Bidders shall keep records of all DBE and non-DBE firms that provide a bid or quote to the Bidder for the Contract for use in providing the information to the Department in the development of a Bidder’s List. The records will include the name, address, phone number, E-mail address, DBE status of the firm, NAICS Code(s) applicable to the kind of work the firm would perform on the Project and type of work for subcontracted work for each DBE and non-DBE firm that provides a bid or quote for the Contract. This information shall be made available to the Department upon request.

For each Federal aid contract that they submit a Bid, each Bidder shall prepare a CR-261 – DBE and non-DBE Firms Providing a Bid or Quote for the Contract form. All Bidders are required to submit this information on a yearly basis to NJ TRANSIT Contract Specialist, with a copy of the information submitted to the NJDOT, Division of Civil Rights and Affirmative Action by September 30 of each year.

3.01 **Pre-Award Requirements**

On projects having a Contract DBE goal, the Bidder shall ensure that DBE’s have an equal opportunity to receive and participate in the performance of contracts and subcontracts in Federal aid projects with the Department. The Bidder shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26 to ensure that DBE’s are given equal opportunity to compete for and to perform on the Department’s Federal aid projects. The Bidder shall not discriminate in the award and performance of any Contract obligations including, but not limited to, its performance of its obligations on USDOT assisted contracts as specified in Section 14 of the Contract General Provisions.

a. The Bidder shall demonstrate commitment of meeting the Contract DBE goal that is specified in the Contract. Submit to NJ TRANSIT Contract Specialist at time of Bid, or within 5 days after bid opening as a matter of responsibility:

   (i) a completed and signed Form CR-266 – Schedule of DB/ESBE Participation for each DBE firm being used to meet the Contract goal. Revisions to the CR-266 will not be accepted after its initial submission and before award of the Contract.

   (ii) a completed and signed Verification of DBE Firm (Form CR-273) for each firm listed on the CR-266 to demonstrate direct written confirmation from each DBE firm of willingness to participate on the Contract, confirming the kind and amount
of work that was provided on the Contractor’s CR-266, and, if applicable,

(iii) a completed and signed DBE Regular Dealer/Supplier Verification (Form CR-272) for all Regular Dealers/Suppliers listed on the CR-266 form, and, if applicable,

(iv) a completed and signed DBE Trucking Verification (Form CR-274) for all DBE trucking firms listed on the CR-266.

Firms listed on the CR-266 will not be counted toward the Contract DBE goal unless completed and signed CR-273 form(s), and applicable CR-272 and CR-274 form(s) are submitted to the NJ TRANSIT Contract Specialist within the 5 days after bid opening. The CR-273, CR-272, and CR-274 forms must be completed and signed by each respective DBE firm.

3.02 Good Faith Effort Documentation

If, at time of Submission, the commitment to meet the Contract DBE goal is not shown on the CR-266, the Bidder must submit at time of Bid, or within 5 days after bid opening, documented evidence of good faith effort(s) to attain the Contract DBE goal, for review and approval by the DCR/AA. Submittal of such information does not imply DCR/AA approval. The Department’s DCR/AA has sole authority to determine whether the Bidder met the Contract DBE goal or made adequate good faith efforts to do so.

Good faith efforts are actions taken to achieve a DBE goal or other requirement of the DBE Program which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement, including affirmative action measures designed to implement the established objectives of an affirmative action plan that a Bidder may utilize to obtain DBE participation. Efforts to include firms not certified as DBEs in New Jersey are consequently not good faith efforts to meet the DBE Contract goal. Good faith effort actions include, but are not limited to:

(a) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the Contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all
DBEs listed in the State’s directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The Bidder shall solicit this interest as early in the bidding process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The Bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

(b) Selecting 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 (for example, smaller tasks or quantities) to facilitate DBE participation, even when the Bidder might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

(c) Providing 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 with their offer for the subcontract.

(d)i Negotiating in good faith with interested DBEs. It is the Bidder’s responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes 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.

(d)ii Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm’s price and capabilities as well as Contract goals into consideration. However, 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 failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a Bidder to perform the work of a Contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Bidders are not,
however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(e)i Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder’s efforts to meet the Contract DBE goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Bidder to accept unreasonable quotes in order to satisfy the Contract goals.

(e)ii A Bidder’s inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the Bidder has the ability and/or desire to perform the Contract work with its own forces does not relieve the Bidder of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE’s reasonable quote.

(f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Bidder.

(g) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, but not directly or indirectly providing equipment, supplies or materials to the DBE.

(h) Effectively using the services of available minority/women community organizations; minority/women 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.

4.0 Administrative Reconsideration Procedures

If the Department determines that the apparent lowest responsive Bidder has failed to meet the Contract DBE Goal and made adequate good faith efforts to do so, NJ TRANSIT must, before awarding the Contract, provide the Bidder an opportunity for Administrative Reconsideration.

The apparent lowest responsive Bidder will have the opportunity to provide written documented evidence or argument concerning the issue of whether it met the Contract DBE goal or made adequate good faith efforts to do so to an
official who did not take part in the original determination that the Bidder failed to meet the Contract DBE goal or made adequate good faith effort to do so, pursuant to 49 C.F.R. 26.53(d). The apparent lowest responsive bidder has the opportunity to meet in person with the Reconsideration Official to discuss the issue of whether it met the Contract DBE goal or made adequate good faith efforts to do so.

Within 1 State business day of being notified by NJ TRANSIT that it is not a responsible bidder because it failed to meet the Contract DBE goal and made adequate good faith efforts to do so, a Bidder may make a request for administrative reconsideration in writing to NJ TRANSIT Contract Specialist. The Bidder must specify one of the following types of administrative reconsideration in its request:

(i) **Written Review by the Department.** If the Bidder seeks written review by the Department it must submit written documented evidence or argument proving the Bidder met the Contract DBE goal at time of Bid, or submitted adequate good faith efforts to do so within 5 days after bid opening, to NJ TRANSIT Contract Specialist within 2 State business days of the Bidder’s request for Administrative Reconsideration.

(ii) **In-Person Meeting.** If the Bidder seeks an in-person meeting by the Department it must submit written documented evidence or argument proving the Bidder met the Contract DBE goal at time of Bid, or submitted adequate good faith efforts to do so within 5 days after bid opening, to NJ TRANSIT Contract Specialist within 2 State business days of the Bidder’s request for Administrative Reconsideration. The in-person meeting will be scheduled by the Department as soon as time permits, with NJ TRANSIT notifying the Bidder of the date, time and place of the meeting.

If the timeframe for a Bidder’s request for Administrative Reconsideration, or submission of written documented evidence or argument proving the Bidder met the Contract DBE goal or submitted adequate good faith effort to do so falls on a weekend or holiday, the written requests are due to NJ TRANSIT Contract Specialist on the next State business day. The Department, at its discretion, may not review or consider any documentation or argument in its administrative reconsideration that was not contained in the Bidder’s request for written review or in-person meeting with the Department.

Once the Reconsideration Official has made a determination, NJ TRANSIT Contract Specialist will send the Bidder a written decision on reconsideration, explaining the basis for finding that the Bidder did or did not meet the DBE goal or make an adequate good faith effort to do so.

Failure to follow this request procedure may result in the Bidder’s waiver of the right for Administrative Reconsideration under this Section.
The result of the reconsideration process is not administratively appealable to the USDOT.

5.0 Disqualification of Bidders

Failure to satisfactorily complete or submit all required forms when due may result in determination that the Bidder is non-responsible and may cause rejection of the bid. The Bidders will be disqualified for:

(i) Failure to submit at time of bid or within 5 days of bid opening, a completed and signed CR-266 – Schedule of Disadvantaged Business Enterprise/Emerging Small Business Enterprise Participation.

(ii) Failure to submit within 5 days of bid opening, proof of documented evidence of good faith efforts to meet the Contract goal, if the Bidder fails to meet the Contract DBE goal.

(iii) Failure to submit within 5 days of bid opening, a completed and signed Confirmation of DBE Firm (Form CR-273) for each DBE firm listed on the CR-266.

(iv) Failure to submit within 5 days of bid opening, a completed and signed DBE Trucking Verification (Form CR-274) for each DBE firm listed on the CR-266, if applicable.

(v) Failure to submit within 5 days of bid opening, a completed and signed DBE Regular Dealer/Supplier Verification (Form CR-272) for each DBE Regular Dealer/Supplier listed on the CR-266, if applicable.

(vi) Failure of the bidder to meet the Contract DBE goal, or make adequate good faith efforts to do so.

6.0 Changes to the Contract

DBE goals apply to work performed through Field Orders and Change Orders. On Federal aid projects, the Contractor is responsible for complying with the DBE program, rules and regulations of 49 CFR Part 26, the requirements as specified in this document and Federal Aid Project Attachments 1 through 11 for this work.

Contractor resubmission of CR-266, CR-273, CR-272 and CR-274 may be required on the work performed through Field Orders and Change Orders. The DCR/AA will determine the need for adjusting the DBE goal for the project based on the information.

7.0 Civil Rights Requirements

The Contractor is obligated to comply with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21 and 28 CFR Section 50.3, 2 C.F.R. Part 200 and 2 C.F.R. Part 200 Appendix II and any other Rules relative to Nondiscrimination as they may be amended from time to time, which are herein and incorporated by reference and made part of the Contract. The Contractor in the performance of the Contract agrees to comply with nondiscrimination regulations and other requirements as
specified in the Contract. Failure of a Contractor to comply with the nondiscrimination provisions of the Contract may result in the actions as set forth as specified in the Contract Documents.

1. Federal Aid Projects. On contracts containing Federal funding, Federal EEO regulations and goals apply as specified in Federal Aid Project Attachments 1 through 11. The DCR/AA monitors and reviews these projects on behalf of the Federal Highway Administration (FHWA), under Federal statutes (23 USC 140) and rules (23 CFR 230, 2 CFR Part 200).

Comply with the DBE program, rules and regulations of 49 CFR Part 26 in the administration of the Contract. Failure to do so is a material breach of the Contract and may result in termination of the Contract, or other such actions that the Department or the FHWA deem appropriate which may include, but are not limited to, denial or limit of credit toward the Contract goal, payment being delayed or withheld as specified in the contract documents, assessing sanctions as set forth in 49 CFR Part 26, and default as specified in the Contract General Provisions Section 2.5. Deliberate attempts by the Contractor or subcontractors to circumvent or commit fraud in the DBE program may result in termination of the Contract, investigation by the Department’s Inspector General, and prosecution by the State Attorney General’s Office.

Ensure compliance with the labor standards provisions of the Contract. Submit weekly certified payrolls as required in the Contract. Monitor and verify the owner-operator status of all DBE and non-DBE truckers working on Federal aid projects used for the Contract. Submit the DBE Trucking Verification (Form CR-274) to the Department. Failure of a Contractor to meet the requirements of this paragraph may result in payment being delayed or withheld as specified in the Contract General Provisions Section 12.7, default as specified in the Contract General Provisions Section 2.5, disqualifying the Contractor from future bidding as non-responsible, or termination of the Contract as specified in the Contract General Provisions Section 2.5.

Obtain subcontract agreements as specified in Section 7.0 of this document. Failure of a Contractor to meet this requirement may result in payment being delayed or withheld as specified in the Contract General Provisions Section 12.7, default as specified in the Contract General Provisions Section 2.5, disqualifying the Contractor from future bidding as non-responsible, or termination of the Contract as specified in the Contract General Provisions Section 2.5.

The Contractor is responsible for compliance by any subcontractor, lower tier subcontractor as specified in Section 7.0 of this document. On Federal aid construction contracts, utilize a DBE that performs a commercially useful function (CUF) and performs the work committed to at the time of Contract award. Monitor and report DBE participation on the Contract, on a monthly basis.
The Contractor is required to make good faith effort as defined in 23 CFR Part 230 and 41 CFR Part 60 in meeting the Equal Employment Opportunity, Affirmative Action, on-the-job training and female and minority work hour goals. Ensure compliance by subcontractors and lower tier subcontractors. Failure of the Contractor, subcontractor or lower tier subcontractor to meet these requirements may result in the denial or limit of credit toward the Contract goal, payment being delayed or withheld as specified in the Contract General Provisions Section 12.7; default or termination of the Contract as specified in the Contract General Provisions Section 2.5.

Utilize the specific DBEs listed to perform the work and supply the materials for which each is listed on the CR-266 unless prior written consent from the DCR/AA is obtained. Unless DCR/AA consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Contractor is responsible for Equal Employment Opportunity requirements of the Contract, including Affirmative Action, EEO workforce and On-The-Job Training. Failure by the Contractor to meet the requirements of the Affirmative Action Program for Equal Employment Opportunity may result in payment being delayed or withheld as specified in the Contract pending corrective and appropriate measures by the Contractor to the satisfaction of the Department.

The Contractor is responsible for compliance with the Trainee program. Failure to meet this requirement may result in payment being delayed or withheld as specified in the Contract General Provisions Section 12.7, default as specified in the Contract General Provisions Section 2.5, disqualifying the Contractor from future bidding as non-responsible, or termination of the Contract as specified in the Contract General Provisions Section 2.5.

The Contractor and subcontractors are required to provide all information and reports as specified in the Contract.

8.0 Disadvantaged Business Enterprise (DBE) Goals and Trainee Goals

a. DBE Goal

This Contract includes a goal of awarding a percentage of the Total Contract Price to subcontractors, transaction expeditors, regular dealers, manufacturers and truckers qualifying as certified DBEs as specified in Federal Aid Project Attachment 1 – Disadvantaged Business Enterprise Utilization on Federal Aid Projects, attached hereto this document.

To receive DBE credit toward meeting a contract goal in the context of the contract award process, a DBE firm must be certified before the due date for bids or offers on the Contract, as stated in 49 CFR Part 26.81(c). There may be situations after the award of the Contract, however, in which it is appropriate to count DBE credit for the use of a DBE firm certified after the
contract is executed. To be eligible to obtain DBE credit, a DBE firm must be certified before the subcontract on which it is working is executed.

A Contractor is deemed to have satisfied the requirements of the DBE Program if the Contractor meets the Contract DBE goal or the approved DBE commitment, or demonstrates an adequate Good Faith Effort. Failure to meet the Contract DBE goal or the approved DBE commitment, without demonstrating an adequate Good Faith Effort, is considered a material breach of the Contract.

The Contract DBE goal or the approved DBE commitment may be changed by the Department based on changes in the Work that increase or decrease work assigned to approved DBEs, or to create potential DBE subcontracting opportunities regarding the Contract. The Department’s DCR/AA will evaluate these changes in the Work in the same manner that the original Contract DBE goal or the approved DBE commitment was established. Submit a Revised CR-266 when the Contract DBE goal or the approved DBE commitment is increased or decreased; in such circumstances, the Contractor shall meet the Modified DBE goal or demonstrate an adequate Good Faith Effort.

If the Contractor fails to meet the Contract DBE goal, without demonstrating an adequate Good Faith Effort, the Department will make a payment reduction from the total amount of payments made to the Contractor equal to the value of the DBE goal not attained as follows:

\[ \text{DBE Goal Payment Reduction} = (\text{CG} - \text{AG}) \times \text{CP} \]

Where:

\( \text{CG} = \) Contract DBE Goal percentage, or approved DBE commitment, or if modified by the Department, the Modified DBE Contract Goal percentage.

\( \text{AG} = \) Attained DBE Goal percentage = (total dollar amount paid to DBE suppliers and DBE subcontractors divided by CP) plus the percent value attributed to the Contractor’s Good Faith Effort approved by the Department.

\( \text{CP} = \) Total Adjusted Contract Price less the payment adjustments for FINAL LAYOUT, PERFORMANCE BOND AND PAYMENT BOND, and DBE Goal Payment Reduction.

b. Trainees

This Contract includes a trainee goal which is part of the Contractor’s equal employment opportunity affirmative action program, on-the-job training aimed at developing full journey people in the type of craft or job classification involved on the project as specified in Section H of Federal Aid Project Attachment 2 – Specific Equal Employment Opportunity Responsibilities on NJDOT Federal Aid Projects, attached hereto with this Document.
9.0 Subcontracting

Ensure that work reserved for a subcontractor designated as a DBE is not performed by any other firm, including the Contractor’s own organization. Ensure that DBEs have an equal opportunity to receive and participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds in performing work with the Department. Submit requests for approval to subcontract to a DBE on Department forms to the Department at least 20 days before the anticipated start of the work with the following:

1. A certified copy of the executed subcontract agreement between the Contractor and the subcontractor.
2. Proof of the subcontractor’s valid business registration with the Department of Treasury, Division of Revenue according to N.J.S.A. 52:32-44.
3. Proof of the subcontractor’s valid Public Works Contractor Registration with the Department of Labor, Division of Wage and Hour Compliance according to N.J.S.A. 34:11-56.18.

10.0 Addition, Termination, and Replacement of a DBE/ESBE Subcontractor

On Federal aid projects, the Contractor shall not terminate a DBE subcontractor, lower tier DBE subcontractor, DBE transaction expeditor, DBE regular dealer, DBE supplier, DBE manufacturer and DBE trucker or an approved substitute DBE firm without prior written consent of DCR/AA. Prior to replacement of the DBE firm, the Contractor shall in writing, notify the DBE firm and the DCR/AA of its intent to terminate and/or substitute a DBE firm, and the reason for the request. The Contractor must give the DBE 5 days to respond to the Contractor’s notice and advise the DCR/AA and the Contractor of reasons why, if any, it objects to the proposed termination of its subcontract and why the Department should not approve the Contractor’s action. If required in a particular case as a matter of public necessity (e.g., safety), the DCR/AA may provide a response period shorter than five days. At the time the Contractor requests termination or replacement of a DBE firm, the Contractor must submit documentation to the DCR/AA of its good faith efforts in accordance with 49 CFR Part 26.53 if they are replacing the terminated DBE with a non-DBE or non-ESBE firm. The DCR/AA must approve the termination and substitution of all DBE subcontractors, lower tier subcontractors, transaction expeditors, regular dealers, suppliers, manufacturers and truckers. The Contractor shall show they began good faith efforts to replace or substitute with another DBE well in advance of the request to terminate or substitute. The Department’s DCR/AA has sole authority to approve the termination, replacement or substitution of DBE subcontractors, lower tier subcontractors, transaction expeditors, regular dealers, suppliers, manufacturers and truckers.
If requesting approval for a third tier DBE subcontract, submit a letter from the subcontractor permitting subcontracting to a third tier, and submit the request for approval to subcontract, completed by the second tier subcontractor.

11.0 Forms

The latest versions of the Contract Compliance Forms referenced herein are electronically available for the Contractor's use on the NJDOT website at:

http://www.state.nj.us/transportation/business/civilrights/forms.shtm

CR-1 Apprentice/Trainee Approval Memorandum
CR-2 Biweekly Training Report
CR-3 Training Certificate for Reporting Hours to NJDOT
CR-261 DBE and Non-DBE Firms Providing a Bid or Quote
CR-266 Schedule of DBE/ESBE/SBE Participation
CR-267 Monthly Report of Utilization of DBE/ESBE or SBE
CR-268 Final ESBE/DBE or SBE Report
CR-271 Monthly Trucking Verification
CR-272 DBE/ESBE/SBE Regular Dealer/Supplier Verification
CR-273 Confirmation of DBE/ESBE/SBE Firm
CR-274 DBE/ESBE/SBE Trucking Verification
CR-275 Commercially Useful Function (CUF) Checklist
CR-1409 Contractor's Quarterly Training Report
12.0 Federal Attachments

The following Federal attachments are included in this document:

1. Disadvantaged Business Enterprise Utilization (Federal Aid Project Attachment 1).
2. Specific Equal Employment Opportunity Responsibilities on NJDOT Federal Aid Projects (Federal Aid Project Attachment 2).
3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on NJDOT Federal Aid Projects (Federal Aid Project Attachment 3).
7. Payroll Requirements for NJDOT Federal Aid Projects (Federal Aid Project Attachment 7).
8. FHWA-1273 Required Contract Provisions, Federal Aid Construction Contracts as amended or supplemented (Federal Aid Project Attachment 8).
9. State Mandatory Addendum to FHWA-1273 Required Contract Provisions, Federal Aid Construction Contracts as Amended or Supplemented (Federal Aid Project Attachment 9).
<table>
<thead>
<tr>
<th>CLASSIFICATIONS</th>
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<table>
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<tr>
<th>NOTES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.) Form CR-273 &quot;Confirmation of DBE/ESBE/SBE Firm&quot;, must be completed and signed by each of the DBE/ESBE/SBE firms listed below.</td>
</tr>
<tr>
<td>2.) Form CR-274 &quot;DBE/ESBE/DBE Trucking Verification&quot;, must be completed and signed by each DBE/ESBE/SBE Trucker/Hauler listed below.</td>
</tr>
<tr>
<td>3.) A Regular Dealer/Supplier must maintain inventory and/or own or operate distribution equipment.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder/Prime Contractor:</th>
<th>Check One:</th>
<th>DBE</th>
<th>ESBE</th>
<th>SBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name: (Complete as shown on plans)</td>
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<tr>
<td>DP Number:</td>
<td>Bid Amount:</td>
<td>Date:</td>
<td>Revision Number:</td>
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</tbody>
</table>

### Classification Table

<table>
<thead>
<tr>
<th>Classification</th>
<th>Firm Status (DBE/ESBE/SBE)</th>
<th>Firm Name</th>
<th>Firm Street Address</th>
<th>City</th>
<th>State</th>
<th>ZIP</th>
<th>Phone Number</th>
<th>E-mail Address</th>
<th>NAICS Code(s)</th>
<th>Type of Work (Electrical, Paving, Etc.) &amp; Contract Items or Parts Thereof to be Performed</th>
<th>Proposed Dollar Amount of Subcontract Work</th>
<th>Projected Start Date of Work</th>
<th>Projected Completion Date of Work</th>
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</tbody>
</table>
State of New Jersey  
Department of Transportation  
DIVISION OF CIVIL RIGHTS & AFFIRMATIVE ACTION  
MONTHLY REPORT, UTILIZATION OF DBE/ESBE OR SBE  

☐ DBE  ☐ ESBE  ☐ SBE  

1  
Month  
Year  

Project Name  
2  
DP No  

Project Amount: $  

3  
Prime Contractor:  

Address:  

4  
Total Payment to Contractor as of  
End of Reporting Period: $  

Estimated Contract Completion Date  

<p>| | | | | | | | | |</p>
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<td>10</td>
<td>11</td>
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</tr>
<tr>
<td>NAME OF DBE/ESBE OR SBE</td>
<td>DESCRIPTION OF WORK PERFORMED AND MATERIALS PROVIDED</td>
<td>CONTRACT ITEMS NUMBERS</td>
<td>SUBCONTRACT AMOUNT</td>
<td>PAID THIS MONTH</td>
<td>PAID TO DATE</td>
<td>COMMENTS</td>
<td></td>
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</tbody>
</table>

TOTAL  

12  
Percent of ESBE/DBE or SBE participation to date: 0 %  

To the best of my information and belief, the above information is complete and correct.  

Signature - RE  
Date  
Contractor DBE/ESBE or SBE Liaison Officer  

NOTE: SIGNATURE OF THE CONTRACTOR/LIAISON OFFICER INDICATES CERTIFICATION THAT THE INFORMATION PRESENTED ON THIS FORM TO BE TRUE AND ACCURATE.  

Under 49 C.F.R. 26.107 dated February 2, 1990 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.
1. Indicate the month and year of this report. Only one month should be indicated and all information should correspond with this month. The reporting period should be from the first calendar day of the month to the last calendar day of the month.

2. Place the DP Number on this line. Include the Federal Aid Project Number for all federal projects.

3. Place the full name of your company, not AKA. The address is that of your main office, not work site.

4. Indicate the total payment to prime contractor as of end of the month. Do not include change orders.

5. Only indicate the business name of the qualified DBE/ESBE or SBE. A firm can only be qualified if it is certified by the NJ DOT Civil Rights Office and the certification has not expired or the NJ Department of Treasury (SBEs only). Do not place names of employees, supervisory staff, etc. in this section.

6. A brief description of the work performed and/or materials provided by the firm is all that is needed. For example, descriptive words such as Carpentry, Insulation, Drywall, Rough Electrical, Steel Reinforcement, etc. are sufficient.

7. This number should be the same as indicated for the specific item of work in the contract.

8. Indicate the actual total dollar amount awarded to the firm. This amount should be the same as indicated by the signed subcontract.

9. Indicate the total dollar amount paid to the minority firm during the reporting period. The month is described as on or between the first day to the last day of the month. Do not indicate an amount, which would be included in another reporting period. If no payment was made during the reporting period, indicate 0.

10. This is an accumulative dollar amount paid to the firm from the start of the first day through the reporting period.

11. Use this space to indicate any special circumstances related to this reporting period. Also, you may clarify information in this space.

SPECIAL NOTE: Use the "+" to add additional rows if needed.
               Use the "-" to remove the row. Totals will recalculate automatically.

12. Percentage of DBE/ESBE or SBE participation to date is acquired by dividing project amount into the total paid to date for DBE/ESBEs or SBEs.

This form must be sent to the NJ DOT Civil Rights Office within five working days of the first day of the month. Send original to RE and one (1) copy to the Division of Civil Rights & Affirmative Action - Contract Compliance.

NJDOT
Division of Civil Rights & Affirmative Action
Contract Compliance
PO Box 600
1035 Parkway Avenue
Trenton, NJ 08625-0600
The Final DBE/ESBE or SBE Report Form is to be filled out by the Contractor and submitted to the RE for review upon completion of the Project. The report will then be forwarded to NJDOT's Division of Civil Rights & Affirmative Action.

If the DBE/ESBE or SBE goal requirements were not met, documentation supporting good faith efforts must be submitted with the final report with a brief explanation in the box at the end of this form.

<table>
<thead>
<tr>
<th>PROJECT:</th>
<th>CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>AWARD CONTRACT AMOUNT</td>
<td>AWARD DBE/ESBE OR SBE GOAL %:</td>
</tr>
<tr>
<td>AWARD DATE:</td>
<td>FINAL CONTRACT AMOUNT:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF DBE/ESBE OR SBE SUPPLIER OR SUBCONTRACTOR</th>
<th>ITEM NUMBERS WORKED ON</th>
<th>TOTAL DOLLAR AMOUNT PAID TO DBE/ESBE OR SBE FIRM</th>
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<tr>
<th>Total payments</th>
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<tbody>
<tr>
<td>Final Contract Amount percentage</td>
</tr>
<tr>
<td>Award Contract Amount percentage</td>
</tr>
</tbody>
</table>

Explanation of not meeting the DBE/ESBE or SBE Award Goal: (Attach good faith effort documents)

NAME OF CONTRACTOR

STATE OF NEW JERSEY, COUNTY OF

SWORN AND SUBSCRIBED BEFORE ME THIS _____ DAY OF ____________, YEAR OF ______

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES: _______________________

ID NUMBER: _______________________

NOTE: SIGNATURE OF THE CONTRACTOR/LIAISON OFFICER INDICATES CERTIFICATION THAT THE INFORMATION PRESENTED ON THIS FORM TO BE TRUE AND ACCURATE.

Under 49 C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.
**NJ Department of Transportation**  
**Division of Civil Rights & Affirmative Action**  

**DBE/ESBE/SBE REGULAR DEALER/SUPPLIER VERIFICATION FORM**  
(To be completed by DBE/ESBE/SBE firm)

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>DP Number</th>
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</thead>
</table>

| Bidder/Prime Contractor: |

<table>
<thead>
<tr>
<th>DBE/ESBE/SBE Firm:</th>
<th>Address:</th>
<th>Phone Number</th>
</tr>
</thead>
</table>

Provide a brief description of the material(s) your firm will be supplying and the Prime is requesting be credited as a regular dealer (include item number and estimate quantities when possible).

If either question is marked "No", the Bidder/Prime Contractor cannot receive regular dealer credit for the services provided by the DBE/ESBE/SBE firm. Instead, the maximum credit that could be received would be the fee or commission the DBE/ESBE/SBE firm receives for its services. Before executing this form, read the "Guide for Counting DBE/ESBE/SBE Suppliers" on page 2 which includes the official question and answer issued by the United States Department of Transportation.

1. Does your firm ‘regularly’ engage in the purchase and sale or lease, to the general public in the usual course of its business, of product(s) of the general character which will be involved in this contract and for which DBE/ESBE/SBE credit is being sought?  
   - Check one for each question:  
     - Yes  
     - No  

2. Is the role your firm will play on this specific contract be consistent with the regular sale or lease of the product(s) in question, as distinct from a role better understood as that of a broker, packager, manufacturer’s representative, or other person who arranges or expedites a transaction?  
   - Check one for each question:  
     - Yes  
     - No

**Authorized Representative of DBE/ESBE/SBE Firm**

The undersigned individual hereby verifies that he/she is authorized to make this verification on behalf of the DBE/ESBE/SBE firm, that the DBE/ESBE/SBE firm ‘regularly’ engages in the purchase and sale or lease of the items listed herein and is not otherwise a package, broker, manufacturer representative, or other person who arranges or expedites transactions, the answers and information provided herein are true and correct to the best of her/his knowledge, information and belief and that this verification is made subject to the penalties of 49 CFR Part 26.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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</table>

**Printed Name**  
**Phone Number**

**Authorized Representative of Bidder/Prime Contractor**

The undersigned individual hereby verifies the he/she is authorized to make this verification on behalf of the Bidder/Prime Contractor, that, to the best of his/her knowledge, information and belief, the DBE/ESBE/SBE firm 'regularly' engages in the purchase and sale or lease of the items listed herein and is not otherwise a packager, broker, manufacturer representative, or other person who arranges or expedites transactions and that this verification is made subject to the penalties of 49 CFR Part 26.

Under 49 C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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</table>

**Printed Name**  
**Phone Number**
GUIDANCE FOR COUNTING DBE/ESBE/SBE REGULAR DEALER/SUPPLIERS

- The official question and answer (q and a) issued by the United States Department of Transportation on December 9, 2011 as institutional guidance relative to regular dealers poses two questions that must both be answered 'yes' in order for the DBE/ESBE/SBE firm to receive regular dealer credit for materials supplied on federally-assisted transportation projects.

- Following is the official q and a in italics:

  - First, does the firm "regularly" engage in the purchase and sale or lease, to the general public in the usual course of its business, of products of the general character involved in the contract and for which DBE/ESBE/SBE credit is sought?

    - Answering this question involves attention to the activities of the business over time, both within and outside the context for the DBE/ESBE/SBE program.

    - The distinction to be draw is between the regular sale or lease of the products in question and merely occasional or ad hoc involvement with them.

    - In answering this question, the New Jersey Department of Transportation will not insist that every single item the DBE/ESBE/SBE firm supplies be physically present in the firm's store, warehouse, etc. before it is sold to a contractor. However, the establishment in which the firm keeps items it sells to the general public should be more than a token location.

    - For example, a mere showroom, the existence of a hard-copy or on-line catalog, or the presence of small amounts of material that make questionable the ability of the firm to effectively supply quantities typically needed on a contract, are generally not sufficient to demonstrate that a firm regularly deals in the items.

- Second, is the role the firm plays on the specific contract in question consistent with the regular sale or lease of the products in question, as distinct from a role better understood as that of a broker, packager, manufacturer's representative, or other person who arranges or expedites a transaction?

  - For example, a firm that regularly stocks and sells Product X may, on a particular contract, simply communicate a prime contractor's order for Product Y to the manufacturer, acting in a transaction expeditor capacity.

  - This means that a firm that acts as a regular dealer on one contract does not necessarily act as a regular dealer on other contracts. For example, a firm that acts as a regular dealer on Contract #1 may act simply as a "transaction expeditor" or "broker" on Contract #2. It would receive DBE/ESBE/SBE credit for 60 percent of the value of the goods supplied on Contract #1 while only receiving DBE/ESBE/SBE credit for its fee or commission on Contract #2.

  - In some circumstances, items are "drop-shipped" directly from a manufacturer's facility to a job site, never being in the physical possession of or transported by a supplier. In many such cases, the supplier's role may involve nothing more than contacting the manufacturer and placing a job-specific order for an item that the manufacturer then causes to be transported to the job site.

  - In such a situation, the supplier's role may often be better described as that of a "broker" or "transaction expeditor" (see 26.55(e)(2)(iii)(C) than as a "regular dealer." In such a case, DBE/ESBE/SBE credit is limited to the fee or commission the firm receives for its services. If the firm does not prove any commercially useful function (i.e., it is simply inserted as an extra participant in a transaction, then no DBE/ESBE/SBE credit can be counted.

- The Department proposes that primes submit the two questions to DBE/ESBE/SBES in writing. If the DBE/ESBE/SBE firm answers 'yes' to both questions, then the written documentation would be taken into account in the Department's good faith effort determination in accordance with Section 26.53 of the federal DBE/ESBE/SBE regulation set forth in Title 49 Code of Federal Regulations Part 26.

- If it were later determined that the DBE/ESBE/SBE misrepresented itself or erroneously concluded that it was acting as a regular dealer, the Department would strongly consider this documentation in evaluating the actions of the prime and in determining whether the prime exercised reasonable due diligence by obtaining a written regular dealer confirmation from the DBE/ESBE/SBE even though it later turned out to be false.

- Participation would still have to be revised, but the Department will fully consider the written documentation in its good faith effort review.

- The Department reserves the right to address any misrepresentation by the DBE/ESBE/SBE firm or the prime consistent with the "Contract Special Provisions" and other requirements and procedures for determinations of whether a contractor has acted responsibly.
New Jersey Department of Transportation
Confirmation of DBE/ESBE/SBE Firm
TO BE COMPLETED BY DBE/ESBE/SBE FIRM

<table>
<thead>
<tr>
<th>Please answer each question listed below</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If this project is awarded to the Bidder/Prime Contractor listed, do you verify your intent to complete the proposed subcontract work items?</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>Are all of your employees carried on your firm’s payroll?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Is your firm’s equipment registered in your name?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>If not, is it leased from the Bidder/Prime Contractor or any other contractor on the project?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Will the equipment you use display your firm’s name or logo?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Is your Superintendent or Foreman working as an employee of any other contractor or subcontractor on the project?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Are any of your firm’s employees also working for the Bidder/Prime Contractor?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>For Truckers Only: Will you be responsible for the management and supervision of the entire trucking operation for which you are contracted to perform?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>For Suppliers Only: Do you own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies or equipment required under the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business?</td>
<td>☐</td>
<td>☐</td>
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</tbody>
</table>

Title: ____________________________________________

Signature of DBE/ESBE/SBE Firm Representative

Date: ________________

I certify that the foregoing statements and information made are true. I am aware that if any of the foregoing statements made are falsely made, I am subject to punishment. I further certify that I have full power and authority to execute this certification on behalf of the DBE/ESBE/SBE firm, and that all approvals and other actions necessary in connection with the execution of this certification by the above signed have been obtained and are in full force and effect as to the date of execution of this certification.

Under 49 C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided inaccurate information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 33, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.
NEW JERSEY DEPARTMENT OF TRANSPORTATION  
DBE/ESBE/SBE TRUCKING VERIFICATION

This commitment is subject to the award and receipt of a signed contract from the New Jersey Department of Transportation for the subject project. Note that copies of all supporting documents must be attached.

<table>
<thead>
<tr>
<th>Project Name:</th>
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<table>
<thead>
<tr>
<th>Bidder/Prime Contractor Name:</th>
</tr>
</thead>
</table>

| Address: |
| County |

| Telephone Number: |
| E-mail Address: |
| DP Number: |

<table>
<thead>
<tr>
<th>Trucking Firm Name:</th>
</tr>
</thead>
</table>

| Address: |
| Telephone Number: |

The DBE/ESBE/SBE Trucking Firm will perform the following described work on the project:

<table>
<thead>
<tr>
<th>Bid Items</th>
<th>Item Description</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Total</th>
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Total Commitment Amount (Amount of DBE/ESBE/SBE Subcontract): $

Location(s) material will be transported:

Total number of fully operational DBE/ESBE/SBE owned trucks to be used on contract:

<table>
<thead>
<tr>
<th>First Tier DBE/ESBE/SBE Trucking Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of trucks owned: ________</td>
</tr>
<tr>
<td>Specify ALL Vehicle information:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vehicle Identification Number (VIN)</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
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Page 1 of 2
Form CR-274 (07/2016)

Project Name:  
Bidder/Prime Contractor:  
Trucking Firm:  
DP Number:  

<table>
<thead>
<tr>
<th>If owner/operator or additional trucking firms are to be used, provide the following information:</th>
</tr>
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<tbody>
<tr>
<td>Vehicle Identification Number (VIN)</td>
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Total number of fully operational trucks to be leased from a DBE/ESBE/SBE:  

Copies of lease agreements for each trucking firm must be submitted to NIDOT if the contract is awarded. (Note: Subcontracting if different from leasing as it relates to trucking.)

**DBE/ESBE/SBE TRUCKING FIRM VEHICLE INFORMATION**

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Vehicle Identification Number (VIN)</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
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</table>

Total number of fully operational trucks to be leased from a non-DBE/ESBE/SBE:  

Copies of lease agreements for each trucking firm must be submitted to NIDOT if the contract is awarded. (Note: Subcontracting if different from leasing as it relates to trucking.)

**NON-DBE/ESBE/SBE TRUCKING FIRM VEHICLE INFORMATION**

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Vehicle Identification Number (VIN)</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
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Under 49C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

Print Name:  

First Tier DBE/ESBE/SBE Signature:  

Date:  

Page 2 of 2
DBE/ESBE/SBE TRUCKING VERIFICATION

The attached DBE/ESBE/SBE Trucking Firm Verification Form must be completed and signed by the 1st Tier DBE/ESBE/SBE. Make duplicate copies for additional subcontractors as needed.

- DBE/ESBE/SBE’s must provide information for all DBE/ESBE/SBE & Non-DBE/ESBE/SBE trucking firms that it will contract or lease from.
  - Subcontracting to a Non-DBE/ESBE/SBE tricker means that the Non-DBE/ESBE/SBE will perform a portion of the DBE/ESBE/SBE firm’s subcontract.
  - 2nd Tier DBE/ESBE/SBE trucking firms must perform 100% of their total subcontract value.

- For Non-DBE/ESBE/SBE leased trucks, credit will only be given for the fee/commission that is received for arranging the transportation services.
  - All DBE/E-leased trucks are required to reflect the DBE/ESBE/SBE firm’s company name and identification number.

Copies of the following items must be attached for ALL trucks owned by the DBE/ESBE/SBE:
- Proof of ownership: title(s) or finance agreement(s)
- 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/ESBE/SBE and non-DBE/ESBE/SBE trucks leased by the DBE/ESBE/SBE:
- Lease agreement(s)
- Title(s)
- Registration card(s)
- Insurance card(s)
- Hazardous waste license(s), if applicable
- Apportioned cab card(s), if applicable
NEW JERSEY DEPARTMENT OF TRANSPORTATION
Commercially Useful Function (CUF) Guidelines
to Ensure that DBE/ESBE/SBE Firms are actually Managing, Supervising and Performing Subcontract Work

The attached Commercially Useful Function (CUF) Checklist must be completed for each DBE/ESBE Firm working on NJDOT Federal Highway Construction Contract. Please refer to the following information for guidance in determining a DBE/ESBE firm's performance of a Commercially Useful Function to satisfy a DBE/ESBE contract goal. (FHWA 49 CFR26.55(c)(1)). Determination of a SBE firm's performance of a Commercially Useful Function shall be the same as for DBE/ESBE firms.

MANAGE:
- Manage the work themselves.
  - Schedule work operations, order equipment and materials, hire/fire employees, including supervisory employees.

SUPERVISE:
- Supervise daily operations.
  - Can use skilled Superintendent employed by the DBE/ESBE.

PERFORM:
- Perform the work stated in the contract with their own equipment.
  a. The equipment would be used by the DBE/ESBE firm on any other subcontract with any other contractor.
  b. The equipment would be owned by the DBE/ESBE firm OR
     The equipment would be leased/rented from traditional equipment lease/rental sources.
  c. The DBE/ESBE form would have a rental/lease agreement for any rented or leased equipment.
  d. The equipment cannot belong to:
     (1) Prime Contractor.
     (2) Another subcontractor on the present project.
     (3) Supplier of materials being installed by the DBE/ESBE firm.
  e. The equipment cannot come from another contractor fully operated.

- Perform the work with their own employees.
  - AS STATED IN THE DBE/ESBE SPECIAL PROVISIONS:
    Regular Employee is a person who:
    a. Would be working for the DBE/ESBE firm on any other subcontract with any other contractor.
    b. Is a permanent employee of the DBE/ESBE firm OR
       Has been recruited through the traditional recruitment and/or employment centers.
    c. Has not recently been employed by the prime contractor on the present project, another
       subcontractor on the present project, or the renter-lessor of equipment being used on the present
       project.
    d. Is not a member of a construction crew, which regularly work for non-DBE/ESBE.
    e. Is not a licensed contractor who is at the time "unemployed" or "between jobs".

  - AS STATED IN THE DBE/ESBE SPECIAL PROVISIONS:
    Regular Equipment is owned or leased and operated on a long term agreement and not on an ad hoc or contract
    by contract agreement.

- Subcontracting part of the work of the contract
  - When a DBE/ESBE subcontract part of the work of its contract to another firm, the value of the subcontracted work
    may be counted toward the DBE/ESBE goal only if the DBE/ESBE subcontractor is itself a DBE/ESBE. Work that a
    DBE/ESBE subcontracts to a non-DBE/ESBE firm does not count toward DBE/ESBE goals.

- Truck/Equipment must display name of DBE/ESBE firm.
  - Printed name or logo.
  - Leased or rented equipment. A copy of the lease/rental agreement must be submitted to the project office and
    put in the project file.

- Supplier - Regular Dealer
  - A regular dealer is a firm that owns, operates, or 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 contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
    60% of the cost of materials, supplies and delivery counts to toward the DBE/ESBE goal.
• Supplier - Service Provider
  ○ Only the fees or commissions charged by the DBE/ESBE Service Provider count toward DBE/ESBE goals. The Cost of the materials or supplies are not counted toward the DBE/ESBE goal.

TRUCKING CLARIFICATION

The DEPARTMENT shall use the following factors (as stated in the Special Provisions) in determining whether a DBE/ESBE trucking company is performing a commercially useful function.

A. The DBE/ESBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

B. The DBE/ESBE must be responsible for the management and supervision of the entire trucking management for the purpose of meeting DBE/ESBE Goals.

C. The DBE/ESBE 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.

D. The DBE/ESBE may lease trucks from another DBE/ESBE firm, including an Owner-Operator who is certified as a DBE/ESBE. The DBE/ESBE who leases trucks from another DBE/ESBE receives credit for the total value of the transportation services the lessee DBE/ESBE provides on the contract.

E. The DBE/ESBE who leases trucks from a non-DBE/ESBE is entitled to credit for the total value of the transportation services provided by non-DBE/ESBE lessees not to exceed the value of the transportation services by DBE/ESBE-owned trucks on the contract. Additional participation by non-DBE/ESBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

For purposes of this paragraph (d), a lease must indicate the the DBE/ESBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE/ESBE, so long as the lease gives the DBE/ESBE absolute priority for use of the leased truck.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
**DBE/ESBE COMMERCIALY USEFUL FUNCTION (CUF) CHECKLIST**  
(Project Site Review Completed by RE or Staff)  

**NOTE:** USE A SEPARATE CHECKLIST FOR EACH DBE/ESBE FIRM WORKING ON-SITE.

<table>
<thead>
<tr>
<th>Contract Project No.</th>
<th>Review Date:</th>
<th>Reviewer:</th>
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<tbody>
<tr>
<td>Project Name:</td>
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<tr>
<td>Prime Contractor:</td>
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<td>DBE/ESBE Subcontractor:</td>
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<tr>
<td>DBE/ESBE Foreman/Supt.:</td>
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<tr>
<td>DBE/ESBE Start Date:</td>
<td>DBE/ESBE Estimated Completion Date:</td>
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<tr>
<th>Work Item Number(s)</th>
<th>Work Item(s) Description</th>
<th>Approximate % Complete as of this date</th>
<th>Subcontracted Dollar Amount</th>
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</table>

1. REGARDING DBE/ESBE FIRM'S FOREMAN/SUPT.

- Exclusively employed by DBE/ESBE? [ ] Yes [ ] No [ ] N/A
- Shown on the DBE/ESBE Payroll? [ ] Yes [ ] No [ ] N/A
- Shown on any other firm's payroll? [ ] Yes [ ] No [ ] N/A
  If yes, whose: ____________________________
  Directly report to: ________________________

2. REGARDING DBE/ESBE FIRM'S EMPLOYEES

- Are DBE/ESBE's employees shown on any other contractor's payrolls? [ ] Yes [ ] No [ ] N/A
  If yes, whose? ____________________________
- Do the DBE/ESBE's employees receive work assignments from the DBE/ESBE Foreman/Supt.? [ ] Yes [ ] No [ ] N/A
  If no, who makes the assignments? ____________________________

3. REGARDING DBE/ESBE FIRM'S EQUIPMENT

- Does the equipment have the DBE/ESBE's name or logo? [ ] Yes [ ] No [ ] N/A
  If another firm's name or logo is shown, identify: ____________________________
- Does the equipment belong to the DBE/ESBE? [ ] Yes [ ] No [ ] N/A
  If leased or rented, is there a copy of the lease or rental agreement in the project file? [ ] Yes [ ] No [ ] N/A
  Who is the equipment leased or rented from? ____________________________

4. REGARDING DBE/ESBE FIRM'S PERFORMANCE

- Has any other contractor performed work that was to be performed by the DBE/ESBE? [ ] Yes [ ] No [ ] N/A
  If yes, identify the contractor who performed the work: ____________________________
  What work items did the identified contractor perform? ____________________________
- Were these items on the DBE/ESBE's subcontract? [ ] Yes [ ] No [ ] N/A
- Has the DBE/ESBE Owner been present on the job site? [ ] Yes [ ] No [ ] N/A
- Does the DBE/ESBE Owner appear to have control over contract work item & employees? [ ] Yes [ ] No [ ] N/A
DBE/ESBE COMMERCIAL USEFUL FUNCTION (CUF) 
CHECKLIST
(Project Site Review Completed by RE or Staff)

NOTE: USE A SEPARATE CHECKLIST FOR EACH DBE/ESBE FIRM WORKING ON-SITE.

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<table>
<thead>
<tr>
<th>DBE/ESBE Start Date:</th>
<th>DBE/ESBE Estimated Completion Date:</th>
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</table>

If a CUF is not being performed by the DBE/ESBE subcontractor, what action was taken to correct the deficiency?

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<tr>
<th>Comments (any comments pertaining to the performance or conduct of the DBE/ESBE company)</th>
</tr>
</thead>
</table>

Has the Division of Civil Rights been notified of any problem(s) identified in this report? □ Yes □ No □ N/A

If no, explain why?

RE Signature: __________________________

RE Name: __________________________

Prime Contractor
Signature: __________________________

Prime Contractor
Name __________________________