

**NJ TRANSIT CORPORATION
INVITATION FOR BID 18-022X
SPECIAL PROVISIONS FOR
FOR HOBOKEN STATION TERMINAL REPAIRS
AT HOBOKEN TERMINAL
HOBOKEN, NEW JERSEY**

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**NEW JERSEY TRANSIT CORPORATION
SPECIAL PROVISIONS
FOR
HOBOKEN STATION TERMINAL REPAIRS**

INVITATION FOR BID NO. 18-033X

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

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

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

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

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

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

All inquiries and requests for clarifications are due by July 6, 2018 (COB). No response may be made by NJ TRANSIT to inquiries received after this due date.

SP.2 PREQUALIFICATION OF BIDDERS (C.2)

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

All General Contractors (GCs) must be prequalified by NJ TRANSIT prior to submitting a bid. All General Contractors (GCs) must be prequalified for BR (Building Construction– Rail Operating Railroad Environment) with a minimum rating of “K,” \$3,000,001 to \$4,000,000.

The completed prequalification questionnaire shall be submitted to:

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

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

SP-3 SMALL BUSINESS ENTERPRISE (“SBE”) GOAL ASSIGNMENT (C.3)

Supplement Article C.3 by adding the following:

As an aid in meeting the commitment of New Jersey’s Small Business Enterprise (SBE) Set-Aside Program, NJ TRANSIT has assigned a 19% Category 6 goal on the gross sum amount of the bid or contract for SBE subcontracting participation. All Division of Revenue and Enterprise Services registered/certified SBE firms, including suppliers, in accordance with N.J.S.A. 52:32-17 et seq. and N.J.A.C. 17:14-1.1 et seq. shall have the maximum opportunity to participate in the performance of this Agreement and any subcontract under it. NJ TRANSIT and the Bidder shall take all necessary and reasonable steps, in accordance with N.J.S.A. 52:32-17 et seq. and N.J.A.C. 17:14-1.1 et seq., and the provisions set forth in Appendix H, annexed hereto, to ensure that Small Businesses have equal opportunity to participate. Failure by the Bidder to carry out the requirements of this Article shall be deemed a material breach of this Agreement.

S.P.4 SBE PROGRAM COMPLIANCE REQUIREMENTS (E.4.1)

Supplement Article E.4 by adding the following:

The Contractor shall refer to NJ TRANSIT’s “SBE Requirements for State Funded Construction Contracts and Subcontracts,” attached to this IFB are instructions, guidance, and explanations and mandatory required forms for SBE program obligations under this Contract.

For this Contract, the Bidder shall identify all SBE and non-SBE subcontractors/subconsultants, and suppliers proposed to participate in and those solicited for this Contract, and complete and submit the mandatory SBE forms A, A1, A2, and B. The Bidder must also submit Division of Revenue and Enterprise Services certificate for all SBE firms identified to perform under this Contract. Additionally, the Bidder shall submit any

applicable supplemental forms (Form D). All SBE forms and certificates shall be submitted with the Bid or within five (5) calendar days of the bid opening date. However, Bidders are strongly encouraged to submit all mandatory documents with the Bid to prevent delay of the Contract award. Bidders are requested to review carefully and complete the forms entirely, with no blank fields. Notwithstanding the date of submission of the mandatory SBE forms, all negotiations between a Bidder and any potential SBE subcontractor/subconsultant, or supplier shall be completed prior to the bid due date.

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

Any questions regarding the SBE requirements or the mandatory required forms for this contract should be directed to: Adonis Abreu, Contract Compliance Specialist, 973-491-8575, aabreu@njtransit.com.

SP-5 BID VALIDITY (E.6)

Replace Article E.6 with the following:

NJ TRANSIT reserves the right to issue a Notice of Award to the successful Bidder, as determined by NJ TRANSIT, for a period of one hundred eighty (180) days following the date of bid opening. If necessary, requests for extensions of the date for issuance of the Notice of Award may be made by NJ TRANSIT by written request to bidders. The bid shall remain valid through the date NJ TRANSIT fully executes the contract.

MODIFICATIONS TO GENERAL PROVISIONS FOR CONSTRUCTION

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

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

Supplement Article 1.6 by adding the following:

- 1.6.10 The Contractor shall return, within seven (7) calendar days of receipt of forms from NJ TRANSIT, signed and sealed permit application forms, along with the required fees, to NJ TRANSIT. NJ TRANSIT will forward the Contractor's applications and fee payment to the DCA and Department of Environmental Protection (DEP). The Contractor will be reimbursed for these fees from Bid Item No. C01-002-001.0 Permit Fees allowance.
- 1.6.11 The Contractor shall be aware that governmental agencies and bodies such as the DCA, DEP and SHPO may require a significant amount of time to review, process and approve submittals, applications and permits. Consequently, the Contractor shall include time allowances in the Project Schedule as may be required because of same; and the Contractor shall be aware that further adjustments to the Contractor's Work plans may be necessary due to the aforementioned lead times. NJ TRANSIT has no authority or control over the DCA, DEP, SHPO or any other reviewing agency.

SP-7 INDEPENDENT CONTRACTOR (1.8)

Supplement Article 1.8 by adding the following:

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

SP. 8 DESCRIPTION OF WORK (1.18)

Add the following new Article 1.18

1.18 DESCRIPTION OF WORK

1.18.1 The work of this Contract consists of structural repairs, canopy roof repairs/replacement, skylight repairs/replacement, concrete floor surfacing repairs, wall repairs, bulkhead repairs, updating/replacing wayfinding signage, electrical system repairs (power, lighting, communications), construction of a new vendor kiosk in the concourse, and remediation of lead paint and asbestos.

1.18.2 The work of this Contract shall include all supervision, labor, material, equipment, tools, supplies, removal, restoration and incidentals required to complete the rehabilitation of the Hoboken Terminal building as shown on the Drawings and detailed in the Technical Provisions.

The Hoboken Terminal is listed on the State and National Registers of Historic Places. The preservation of the building is of the highest importance. The Contractor is to be responsible for taking all necessary precautions to protect elements of the building that are not scheduled for removal as part of this contract.

1.18.3 The Contractor shall hire an Architectural Conservator for the project, who, in consultation with the SHPO and NJ TRANSIT, will facilitate and supervise the required mock-up, testing and evaluation of materials and methods proposed by the Contractor, to ensure that decisions concerning materials, methods, colors, tints and textures are made with appropriate rigor concerning compatibility with existing structures and original fabric. The Architectural Conservator shall be paid for by the Contractor and will not be paid for separately. SHPO and NJ TRANSIT will have the final decision on all work. The Architectural Conservator shall provide consultation on technical issues. The Conservator shall have special expertise in the restoration and cleaning of cast iron cladding, galvanized siding, concrete surfaces, plaster walls/ceiling, guastavino tile, terra cotta tile, and limestone, and shall have completed five (5) or more similar projects. The Contractor shall submit a professional qualification proposal from the proposed Conservator, for approval by NJ TRANSIT. The Architectural Conservator shall perform the following:

- (a) Assist in the preparation and monitoring of mock-up panels.
- (b) Assist in developing adjustments to the specified procedures based on field conditions.
- (c) Assist the Contractor with finish and color matching.
- (d) Assist the Contractor in matching steel member rivet pattern
- (e) Assist the Contractor in matching cast iron fence components.

- 1.18.4 The Contractor shall develop and submit, for SHPO review and approval, a Construction Monitoring Plan that identifies and delineates the material selection process and construction methods developed to avoid and minimize adverse effects to historic resources and maximize the quality of the rehabilitation and new construction. The Construction Monitoring Plan shall also identify and locate all proposed construction material and equipment staging areas with the goal of ensuring that construction activity does not adversely affect historic properties. The Contractor shall submit, to the Construction Manager, the Construction Monitoring Plan prior to initiation of construction. Work associated with the kiosk sanitary piping, connection to the ejector pit, and bulkhead crack repair work under the deck requires a confined space permit.

Add the following new Article 1.19

1.19 SPECIAL PRECAUTION

- 1.19.1 Hazardous materials may be encountered during demolition operations including asbestos and lead paint. Contractor shall comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

Based on the conditions identified on-site as related to asbestos-containing materials (ACM) coupled with the scope of work required and historic preservation elements, portions of this project may require minor disturbance to the known and/or assumed asbestos-containing decorative and non-decorative ceiling and wall plaster. This may include surface preparation (repair) and mechanical fastener installation (architectural, electrical and plumbing).

These types of disturbance, while not classified as abatement by the New Jersey Asbestos Hazard Abatement Sub-code (N.J.A.C. 5:23-8), are classified as Occupational Safety and Health Administration (OSHA) Class III asbestos work procedures, requiring the Contractor and workers performing this work to strictly adhere to the requirements set forth within 29 C.F.R. Part 1926.1101 (g) (9). These requirements are to include specialized worker training in accordance with 29 C.F.R. Part 1926.1101 (k) (9) (i), (ii) and (v) (as set forth at 40 C.F.R. Part 763.92(a)(2).); worker protection in accordance with 29 C.F.R. Part 1926.1101(f)(iii) (2) (iii); work area preparation in accordance with 29 C.F.R. Part 1926.1101 (e); and the following statement related to “size” of impact:

“Any individual area that requires the removal of greater than 3 square feet of ACM shall be subject to all regulatory requirements as per the New Jersey Department of Labor (NJDOL), New Jersey Department of Community Affairs (NJCA), and United States Environmental Protection Agency (USEPA) as applicable.”

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

Supplement 2.1.1 by adding the following

- 2.1.1a The Contractor shall pay NJ TRANSIT the amount of two thousand five hundred dollars (\$2,500.00) as liquidated damages for each calendar day delay in completing all work beyond the number of days specified in this contract.

Supplement 2.1.2 by adding the following

- 2.1.2a The Contractor shall complete all Work within 365 days from the effective date of the Notice to Proceed.

Add the following new Sub-Article 2.1.14

- 2.1.14 An extension of time will not be granted for delay caused by a shortage of materials, unless the Contractor furnishes to NJ TRANSIT documentary proof that it has diligently made every effort to obtain such materials from all known sources. The Contractor shall also submit proof, in the form of the Project Schedule required by Article 6.2 of the General Provisions for Construction, showing that the inability to obtain such materials when originally planned did, in fact cause a delay in Substantial Completion of the Work that could not be compensated for by revising the sequence of his operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. No consideration will be given to any claim that material could not be obtained at a reasonable, practical or economic cost.

SP-10 NO DAMAGES FOR DELAY (2.2)

Add the following new Sub-Article 2.2.5

- 2.2.5 The Contractor shall receive no additional compensation for canceled work caused by unavailable flag men, or the need for NJ TRANSIT to perform railroad maintenance and repair Work, other than by granting the Contractor time added to the approved Project schedule. The approval of additional time to the Project Schedule shall be determined at the sole discretion of NJ TRANSIT.

SP 11 RESPONSIBILITY FOR WORK (4.1)

Add the following new Sub-Articles to 4.1.4

- 4.1.4 The Contractor shall, within twenty (20) calendar days of Notice to Proceed and before any demolition work, present for review by the Construction Manager, a comprehensive Safety Plan. This Plan shall be specific to this Project and shall include subsections covering all key subcontract work, such as demolition, abatement, site utility and concrete work. It shall have emergency phone numbers and 24-hour emergency contact information for Contractor and key subcontractor supervisory personnel. Work may not proceed until the Safety Plan has been accepted by NJ TRANSIT. The Safety Plan shall conform to Federal Workplace and Worker Safety Regulations that are applicable to construction workers and construction sites.
- 4.1.4.1 Contractor shall have a designated Safety Supervisor on site. This person shall be a competent person, responsible for assuring compliance with requirements of the Safety Plan and all other safety regulations. At a minimum, this person shall have taken the 30-hour OSHA safety course, within the last two (2) years and have the authority to enforce the Safety Plan. The designated Safety Supervisor does not have to be a full time dedicated safety person. However, at least one full time Contractor representative must have the OSHA training and qualifications required.
- 4.1.4.2 MSDS records will be maintained on site for all materials to which construction or NJ TRANSIT personnel may be exposed during the course of the work.
- 4.1.4.3 Contractor shall maintain, for general use, a supply of Personal Flotation Devices (PFD) when conducting any underwater/under-Terminal-Floor work on the bulkhead wall and the installation of Vendor Kiosk sanitary discharge line and shall enforce the use of PFDs in these areas. Life rings shall be available and construction personnel instructed in their location and use. Guardrails shall be maintained along the water edge of the work areas, where possible.
- 4.1.4.4 Contractor shall have all temporary scaffolding systems designed by a Professional Engineer, licensed in the State of New Jersey. Detailed plans and design calculations, signed/sealed by this PE, must be submitted for review by the Construction Manager, NJ TRANSIT and Engineer prior to proceeding. Impact to the Terminal from the use of temporary systems shall be restored to its pre-existing condition, or better. Where any temporary system impacts NJ TRANSIT operations, its design is subject to modification, without additional cost, to mitigate that operational impact.

- 4.1.4.5 Contractor shall have all temporary shoring designed by a Professional Engineer, licensed in the State of New Jersey. Detailed plans and design calculations, signed/sealed by this PE, must be submitted for review by the Construction Manager, NJ TRANSIT and Engineer prior to proceeding. Drawings shall define the precise number and arrangement of shoring towers required, dimensions of protection barriers, dimensions of space between protection barriers, and shall demonstrate how passenger flow will not be significantly inhibited by the shoring towers and barriers during week days. Impact to the Terminal from the use of temporary systems shall be restored to its pre-existing condition, or better. Where any temporary system impacts NJ TRANSIT operations, its design is subject to modification, without additional cost, to mitigate that operational impact.
- 4.1.4.6 Contractor shall have all temporary roof systems designed by a Professional Engineer, licensed in the State of New Jersey. Detailed plans and calculations, signed/sealed by this PE, must be submitted for review by the Construction Manager, NJ TRANSIT and Engineer prior to proceeding. Impact to the Terminal from the use of temporary systems shall be restored to its pre-existing condition, or better. Where any temporary system impacts NJ TRANSIT operations, its design is subject to modification, without additional cost, to mitigate that operational impact.
- 4.1.4.7 Contractor shall, with the applicable subcontractor, perform a detailed Job Safety Analysis (JSA) of the structural steel, concrete, masonry, scaffold and coating trades. The JSA will include a cooperative study by Contractor's Safety Supervisor, trade supervisor and Construction Manager of steps involved in performance of the work, identification of all potential hazards and establishment of a plan for mitigating those hazards. A pre-construction safety meeting will be held for these trades, and any others that Construction Manager or Contractor believes merit it. Contractor shall hold weekly "tool box" safety meetings for all on site trades, with an organized program, such as is provided by the BCA. Construction Manager may elect to attend.

SP 12 USE OF PREMISES (4.2)

Add the following new Sub Article 4.2.10

- 4.2.10 The Contractor shall notify the Construction Manager at least fourteen (14) calendar days prior to shutdowns that will effect operations in the owner occupied areas and confirm shutdowns are still required forty-eight (48) hours prior to shut-down. These shutdowns are subject to NJ TRANSIT approval and operational requirements. Such shutdowns may require scheduling Contractor's work during off-peak hours to minimize disruptions; all costs associated with off-peak work are the responsibility of the Contractor. Off-peak weeknight hours are 8:00 pm to 5:00

am Sunday through Saturday. Off-peak weekend hours are 8:00 pm Friday to 5 am Monday. Normal work hours in areas having no access restrictions are 8:00 am to 4:30 pm Monday to Friday. In the event of an operational conflict, these may be rescheduled at the discretion of the Construction Manager.

Owner occupied areas have the following access limitations. Refer to Contract Drawings G0.02 and C1.01.

Ground Floor:

Monday through Friday no work shall be permitted between 5:00 am and 10:00 am and between 3:00 pm and 8pm.

No track shall be permitted to be taken out of service Monday through Friday.

A maximum of 8 tracks (Tracks 1 through 8) may be taken out of service on Saturday and Sunday subject to approval by NJ TRANSIT.

- 4.2.10.2 The Contractor fully acknowledges that the Work is within the confines of a very active and congested Terminal Complex, vital to the operations of NJ TRANSIT, and that the Contractor's access to and use of the premises may be restricted by NJ TRANSIT without advance notice to ensure continued operations or the security/safety of said Terminal Complex. Furthermore, the Contractor acknowledges the Work must be done to accommodate NJ TRANSIT's operations at all times and that all construction activities in all areas must be completed in such a manner to minimize or eliminate all disruptions, interferences or hindrances to NJ TRANSIT's operations. If the Contractor's access to or use of the Project site is severely restricted, the Contractor shall be given additional time only, in accordance with Article 2.2-No Damages for Delay of the General Provisions.
- 4.2.10.3 Contractor understands that the tracks on the train concourse is close to the high water mark of the Hudson River tides and is subject to occasional flooding under extreme high tides and certain weather conditions. Contractor shall be familiar with tide charts, monitor weather and plan work and staging of materials accordingly. The Detailed Project Schedule (DPS) shall account for this and no time extension will be granted for the periods of hindered access resulting from these conditions.
- 4.2.10.4 In addition, Rail Ticketing Office and vendor spaces will remain in use. These usages will fall within the Contract limits. Contractor shall prepare a logistics plan for work in all areas and provide safe and secure access to these areas during construction.

4.2.10.5 Contractor shall maintain access through Brick Alley for emergency vehicles throughout the Contract period.

4.2.10.6 The Construction Manager shall designate specific areas for parking of Contractor vehicles and loading and unloading of materials and equipment. The Contractor shall not park or unload vehicles in any location other than the designated locations without written approval from the Construction Manager.

Within the existing plaza area, Contractor will be allowed to use 1,000 sf for staging and site utility work, subject to submittal of a logistics plan by Contractor and NJ TRANSIT approval. Contractor may also use the upper ferry concourse for storage subject to approval of NJ TRANSIT. Contractor will maintain the balance of the cobblestone parking area for NJ TRANSIT use. Other than for unloading/loading, no parking is provided by NJ TRANSIT.

Within the above construction staging area, Contractor shall provide at least two (2) parking positions for NJ TRANSIT and Construction Manager's vehicles.

4.2.10.7 The Contractor shall provide safe separation of construction areas from areas in use by NJ TRANSIT and those accessible to the public. This work includes, but is not limited to:

- Temporary fencing (8-foot high) shall be installed around all construction areas. A painted fire retardant plywood barrier will be installed to separate construction area from public space and NJ TRANSIT occupied spaces.

The Contractor may be allowed space to store materials, at the discretion of the Construction Manager based on availability. The designated areas shall be coordinated with the Construction Manager during the Pre-Construction Meeting and presented for approval via the Site Specific Work Plan (SSWP). NJ TRANSIT cannot guarantee potential storage space will be available for the contract duration. The Contractor shall include off-site storage.

4.2.10.8 The Contractor shall comply with NJ TRANSIT security requirements, which are subject to change based on ongoing threat levels established by the Federal or State Homeland Security Director. These requirements include, but are not limited to:

- The Contractor shall provide advance notice to the Construction Manager of all vehicles and personnel scheduled to enter the construction area.
- The Contractor shall issue everyone working on-site for this Project a specific ID card with unique employee number. The Contractor shall ensure all workers present on-site display the Project ID card at all times. All ID information shall be maintained on a website-accessible database (Excel or equal) and updated on a daily basis. Costs associated with ID cards are the responsibility of the Contractor

4.2.10.9 The newsstand business, located on the train concourse at Hoboken Terminal, One Hudson Place, Hoboken, NJ 07030, must be kept in operation during the course of the project.

Add the following new Sub-Article 4.2.11

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

NOTE: The Contractor shall not be compensated or reimbursed for safety violation related site shutdowns, or any penalties or fines assessed as a result thereof.

SP-13 PROTECTION AGAINST DAMAGE (4.5)

Add the following to Sub-Article 4.5.2

The Contractor shall ensure that no damage(s) occurs to any station, yard, track, parking elements, exposed or subsurface utilities, or other NJ TRANSIT property, which is not specifically contemplated as part of the Work in this Contract. If there is any damage to the station, yard, track, parking, exposed or subsurface utilities or other NJ TRANSIT property which are beyond the scope of this Contract, it shall be the Contractor's and sole responsibility to make repairs, at its own expense, to the satisfaction of NJ TRANSIT, and the Contractor shall not be compensated or reimbursed by NJ TRANSIT.

Add the following new Articles to 4.5

4.5.8 The Contractor shall protect the Contract Work, including all construction in progress, completed construction, materials and equipment. Protection shall include, but not be limited to, installation of substantial temporary enclosures or

buildings providing strong locking entrances to prevent unauthorized entrance, vandalism, theft or other such violations.

- 4.5.9 The Contractor shall prohibit entry to the project area by unauthorized personnel during both working and non-working hours. The Contractor shall not rely upon existing security measures in place by NJ TRANSIT for the protection of the Contractor's equipment, materials and personnel since such security measures are for the sole protection of NJ TRANSIT passengers, employees, equipment and existing facilities. The Contractor shall coordinate all of its own security measures through the Construction Manager.

SP 14 PROTECTION OF PUBLIC UTILITIES (4.7)

Add the following to Sub-Article 4.7.3

- 4.7.3.1 In addition to removals indicated in the Contract Documents, all inactive utilities, including but not limited to telephone, data, electrical, heating and plumbing, that interfere with work covered by this Contract are to be removed by the Contractor as part of the Work. The Contractor shall identify on shop drawings all such utilities (active and inactive) that interfere with the Work and submit them at least sixty (60) days prior to scheduled start of removal work. This submittal shall include the Contractor's identification, to the extent possible by external examination in the field, of the different type and size utility.
- 4.7.3.2 The Contractor will provide as-builts identifying utilities upon completion of the contractual work under this project. NJ TRANSIT will review this submittal with regards to railroad utilities only. The Contractor must verify all other private utilities and protect same.
- 4.7.3.3 NJ TRANSIT will relocate active NJ TRANSIT owned utilities only away from the area of Work wherever possible. The General Contractor is responsible for all other utilities. In some cases, such as for power, telephone and data cable, relocation may be impractical and NJ TRANSIT may detach the utility from the area of work and temporarily support it. In such cases, the Contractor shall protect the utility from construction damage and instruct workers in proper conduct.

SP-15 ARTS IN TRANSIT (4.13)

Delete Article 4.13 in its entirety.

SP 16 FIELD OFFICE AND SANITARY FACILITIES (5.2)

Delete Article 5.2 and replace with the following:

5.2 The Contractor shall pay the costs of the Construction Manager’s field office trailers, janitorial service, sanitary service and other miscellaneous expenses for the duration of the Project. These costs shall be paid immediately, upon receipt of approved invoices, without markup. Contractor will be reimbursed under Bid Item No. C01-003-001.0, Construction and CM Offices Allowance. The Contractor shall also provide one dedicated desk and phone at Contractor’s field office, with access to fax, PC and internet access for use by NJ TRANSIT or Construction Manager’s field personnel.

SP 17 CONSTRUCTION SIGN (5.3)

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

5.3 The Contractor shall fabricate and install one (1) new state project sign construction sign(s) as indicated in the NJ TRANSIT Sign Standards Manual – Section 7.1 Temporary Signs Signage Standards Manual. Sign selection and location shall be made by the Construction Manager. Cost of the Construction Sign shall be included in the line item for Project Mobilization.

SP 18 CONSTRUCTION PROJECT SCHEDULE (6.2)

Add the following to the end of Article 6.2.4:

The Contractor shall submit the Detail Project Schedule (DPS) in accordance with the schedule below:

- | | |
|---------------------------------------|--|
| 10 days after Notice to Proceed (NTP) | Contractor to provide DPS for the first 150 days of the project. |
| 45 days after Notice to Proceed (NTP) | Contractor to provide DPS for the complete project from day 151 to project completion. |

The format, content and inter-relationship of the two documents will be complementary and will adhere to the requirements of Article 6.2. Once the total baseline DPS is approved, all payments will be processed with the consolidated DPS.

The Contractor's DPS shall be submitted with cost data.

Replace the first sentence of Article 6.2.7 with the following:

6.2.7 The DPS shall be a CPM schedule prepared with the software “Primavera Project Planner” (P6), latest version, using the precedence diagram method, or scheduling software that is fully compatible with P6 as approved by the Construction Manager.

Add the following after the third sentence of Article 6.2.12

The updated Project Schedule shall include the actual start date, percent complete, and remaining duration or actual finish date for each activity in progress, as well as any proposed Schedule revisions, such as the addition of new activities or changes to the logic and/or duration of the existing activities.

Add the following new Sub-Article 6.2.12.1:

6.2.12.1 Failure to submit Project Schedules in accordance with this Provision or failure of the Contractor to attend and participate in scheduled update meetings shall be sufficient cause for NJ TRANSIT to withhold payment of any application in full until such failure is remedied to the satisfaction of the Construction Manager.

Add the following new Sub-Article 6.2.16:

6.2.16 Contractor's DPS shall include a period of three (3) weeks duration, immediately prior to Substantial Completion, for Construction Manager to perform a final inspection of the Work and to prepare the List of Remaining Work incorporated into the Certificate of Substantial Completion (13.2.2). The Work must be sufficiently complete, prior to this activity, for the Construction Manager to perform this inspection.

SP 19 SHOP AND WORKING DRAWING SUBMITTALS (6.5)

Replace the first sentence of Article 6.5.1 with the following:

6.5.1 The Contractor shall submit, with promptness as to cause no delay in the work, a reproducible and five (5) legible copies, one (1) sepia and one (1) electronic pdf of all completed and detailed shop, setting or working drawings, details and schedules as are necessary to adequately perform the Work to the Construction Manager for review as to conformance to the design.

SP 20 MATERIALS-WORKMANSHIP-LABOR (7.2)

Replace the second sentence of Article 7.2.5 with the following:

7.2.5. Should the Construction Manager deem any employee incompetent or negligent or for any cause unfit for the employee's duties, the Contractor shall dismiss that person, and that individual shall not again be employed on the work; except that the permanent dismissal and replacement of any workers employed by a Disadvantaged Business Enterprise (DBE) subcontractor or organization also requires the prior review of the NJ TRANSIT Office of Business Development in accordance with 49 CFR 26.

Add the following as new Sub-Article 7.2.10

- 7.2.10 The Contractor assumes all the responsibility and liability associated with the ensuring that all workers in its employment or that of its subcontractor have the capacity to fully understand all verbal and written training, instructions and commands given to them by NJ TRANSIT safety, security and supervisory personnel. The Contractor shall immediately remove and replace all workmen who fail to strictly, completely and immediately comply with all NJ TRANSIT training, instructions and commands.

The Project Manager/Project Superintendent shall be a highly competent, highly experienced, reasonably cooperative and responsive individual(s) employed full time and will be present on the work site to direct and supervise the Work each and every workday that Work is being performed, from the start of the Work to the acceptance of the same. They shall be empowered by the Contractor to make binding decisions in a timely manner. They shall be an individual(s) with a minimum of ten years of supervisory experience on construction projects of a similar type and complexity. A list of three (3) references from past (recent) projects shall be furnished. The proposed Project Manager/Project Superintendent must have a demonstrated record of successfully supervising and been cooperative and responsive (in the opinion of the client reference) on at least three (3) projects of similar type and complexity.

If the successful bidder fails to submit the required personal information or fails to propose a Project Manager/Project Superintendent that meets the aforementioned minimum qualifications (in the sole opinion of NJ TRANSIT), then the Bidder may be declared not responsive, and thus ineligible to receive the Contract award.

The Contractor shall not change the Project Manager/Project Superintendent until their replacement(s) are submitted and approved by NJ TRANSIT.

SP 21 INSPECTION OF WORK (7.3)

Add the following as new Sub-Article 7.3.8

- 7.3.8 The Contractor recognizes the necessity to schedule regulatory and code enforcement inspections well in advance and make all reasonable accommodations necessary to facilitate said inspections so as to avoid delay in progressing or completing the Work. Furthermore, the Contractor realizes that even scheduled inspections may be cancelled by the regulatory and code enforcement agencies without warning.

The Contractor shall receive neither additional time nor compensation for the untimely responsiveness (delay) by a regulatory or code enforcement agency (such as DCA, DEP, Soil Conservation District, etc.) unless said delay exceeds that which is normally and customarily experienced by others when interfacing with said agency, at which point the Contractor shall be granted additional time only for that portion of the delay that exceeds the response time ordinarily and typically experienced with the specific agency under similar circumstances.

SP 22 LABORATORY TESTING AND INSPECTION

Add the following as new Sub-Article 7.6.7

7.6.7 All independent testing is covered under Bid Line Items C01-002-003.0 Testing and Inspection allowance, except for any testing done outside the United States.

SP 23 INDEMNIFICATION; RISKS ASSUMED BY THE CONTRACTOR

Add the following as new Sub-Article 9.2.14

9.2.14 Marine Insurance: Contractor shall maintain an Inland Marine insurance policy covering all inland marine activities performed by Contractor, its agents, or employees in the performance of Services under the Contract including, but not limited to, the transport of goods over water and in transit on land, as well as to the property of others that is at your premises or being transported to or from your premises. Coverage under this policy shall have limits of liability not less than two million dollars (\$2,000,000) per claim in the annual aggregate.