

**ORANGE ANNEX ROOF REPLACEMENT
CONTRACT EXECUTION FORM**

CONTRACT NO.15-015X

This Agreement made this 25th day of August 2015, between the New Jersey Transit Corporation, hereinafter referred to as NJ TRANSIT, and Integrity Roofing, Inc. hereinafter referred to as the Contractor.

WITNESSETH:

Whereas, the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by NJ TRANSIT, hereby covenants and agrees to furnish and deliver all materials and to do and perform all work and labor required to complete the Orange Annex Roof Replacement within 120 consecutive calendar days from the issuance of the official notice to proceed, in strict and entire conformity with the specifications for the project, which said specifications are as follows and are hereby made a part of this Contract as fully and with the same effect as if the same had been set forth at length in the body of this Contract:

Bidders Proposal
Performance / Payment Bond
Non-Collusion Affidavit
New Jersey Prevailing Wage Determination
Federal Prevailing Wage Determination
Prevailing Wage Affidavit
Ineligible Contractors Certificate
Affidavit of Compliance
Federal EEO Provisions for Construction Contracts
State EEO Provisions for Construction Contracts
Certification for Contracts, Grants, Loans and
Cooperative Agreements
Buy America Certificate
DBE Provisions
Disclosure of Investment Activities in Iran
Instructions To Bidders
General Provisions
Special Provisions
Technical Provisions
Addendum: 1-3

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

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

In consideration of the premises, NJ TRANSIT hereby agrees to pay to the Contractor for the said work when completed in accordance with the said specifications, the sum of \$1,464,500.00. It is understood that payments shall be the total of the unit prices written in this Contract for the work actually done.

In Witness Whereof, the Contracting Officer of NJ TRANSIT has signed this instrument and caused it to be attested, and the Contractor has caused this instrument to be signed by its

CFO/Acting Director and attested by its Secretary

the day and year first written.

ATTEST:

[Signature]

NEW JERSEY TRANSIT CORPORATION

By: [Signature] 8/25/15
Contracting Officer

ATTEST:

[Signature]
Name: DAVE KELLY
Title: SECRETARY

CONTRACTOR

By: [Signature]
Name: PAULA LEWKOWICZ
Title: CFO/ACTING DIRECTOR

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

JERSEY

JOHN JAY HOFFMAN
ACTING ATTORNEY GENERAL OF NEW

By: [Signature]
Deputy Attorney General

8/13/15

NEW JERSEY TRANSIT CORPORATION

BIDDERS PROPOSAL FOR CONSTRUCTION OF
Orange Annex Roof Replacement
Orange Essex NJ
IFB NO. 15-015X

Date: 03-03-15

New Jersey Transit Corporation
One Penn Plaza East
Newark, New Jersey 07105

The undersigned hereby declare that I/we STEVE LEWKOWICZ (NAME)
PRESIDENT (TITLE)
of INTEGRITY ROOFING, INC. (FIRM NAME)

having carefully examined the Notice to Bidders, Forms of Proposal, General Provisions, Special Provisions, Technical Provisions, Drawings and DBE Provisions, as listed in this Contract, and being familiar with local conditions affecting the cost of work, hereby will contract to do all work, complete, in place, according to the General Provisions, Special Provisions, Technical Provisions, Drawings, DBE Provisions and any Addenda to said Documents, and all other work in connection and incidental thereto for the amounts delineated in the attached EBS File in the Folder designated "Schedule of Items":

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED AMOUNT
Section 1 General Requirements					
0010	C01-000-001.0 Performance and Payment Bonds (GP6.6)	LS	LUMP SUM		30,000.00
0020	C01-001-002.0 Mobilization (GP5.1)	LS	LUMP SUM		20,000.00
0030	C01-002-002.0 Supplemental Construction Costs (GP3.6)	ALW	LUMP SUM		100,000.00
0040	C01-002-003.0 Laboratory Testing (GP7.6)	ALW	LUMP SUM		10,000.00
0050	C01-003-001.0 CM Field Office and Sanitary Facilities (GP5.9)	ALW	LUMP SUM		40,000.00

NEW JERSEY TRANSIT CORPORATION
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Orange Essex NJ

IFB NO. 15-015X

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CONTRACTOR: BIDX23879 - INTEGRITY ROOFING, INC.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED AMOUNT
+-----+-----+-----+-----+-----+-----+					
	Section 1 Total				200,000.00
+-----+-----+-----+-----+-----+-----+					
Section 6	Wood and Plastics				
+-----+-----+-----+-----+-----+-----+					
C06-000-001.0 Division 6	Lump Sum - Wood and Plastics (06114)	LS			1,200.00
			LUMP SUM		
+-----+-----+-----+-----+-----+-----+					
Section 6	Total				1,200.00
+-----+-----+-----+-----+-----+-----+					
Section 7	Thermal and Moisture Protection				
+-----+-----+-----+-----+-----+-----+					
C07-000-001.0 Division 7	Lump Sum - Thermal and Moisture Protection (07552 & 07620)	LS			1,226,800.00
			LUMP SUM		
+-----+-----+-----+-----+-----+-----+					
Section 7	Total				1,226,800.00
+-----+-----+-----+-----+-----+-----+					
Section 13	Specialities				
+-----+-----+-----+-----+-----+-----+					
C10-000-001.0 Division 10	Specialities (10290)	LS			1,500.00
			LUMP SUM		
+-----+-----+-----+-----+-----+-----+					
Section 13	Total				1,500.00
+-----+-----+-----+-----+-----+-----+					
Section 15	Mechanical				
+-----+-----+-----+-----+-----+-----+					
C15-002-001.0 Division 15-	Mechanical (15160)	LS			35,000.00
			LUMP SUM		
+-----+-----+-----+-----+-----+-----+					
Section 15	Total				35,000.00
+-----+-----+-----+-----+-----+-----+					
	Bid Total				1,464,500.00
+-----+-----+-----+-----+-----+-----+					

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The Bidder hereby certifies to the best of his/her knowledge and belief and under penalty of perjury under the Laws of the United States and the State of New Jersey:

1. NON-COLLUSION

That the Proposal was executed with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

The Bidder further warrants that no person or selling agency has been employed or retained to solicit or secure such contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Bidder.

2. PREVAILING WAGE

Bidder acknowledges and affirms that he/she has personal knowledge of or has obtained and reviewed a copy of the valid prevailing wage rates for all trades involved in the project for the geographical location of the project as issued by the Commissioner of the Department of Labor & Workforce Development, Trenton, New Jersey 08625.

Bidder further acknowledges and affirms that he/she has personal knowledge of or has obtained and reviewed a copy of the valid wage determination for all construction types required in the project for the geographical location of the project as issued by the Secretary of the U.S. Department of Labor, Washington, DC 20210

Should wage rates determined and issued by the U.S. Department of Labor conflict with those determined and issued by the State of New Jersey Department of Labor, the greater of the two rates shall apply.

3. INELIGIBLE CONTRACTORS

Bidder hereby certifies that it is not listed on the "Report of Suspensions, Debarments and Disqualifications of Firms and Individuals" published by the State of New Jersey Department of the Treasury in accordance with New Jersey Executive Order No. 34.

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4. BUY AMERICA CERTIFICATION

(X) CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)

Bidder hereby certifies that it will comply with all requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the regulations promulgated at 49 CFR Part 661.

() CERTIFICATE OF NON-COMPLIANCE WITH SECTION 165(a)

Bidder hereby certifies that it cannot comply with all requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, but may qualify for an exception to the requirements pursuant to Section 165(b) (2) or (b) (4) of the Surface Transportation Assistance Act and regulations in 49 CFR 661.7.

BIDDERS PLEASE NOTE: This contract is funded in whole or in part by the United States Government through the Federal Transportation Administration (FTA) and is subject to Federal regulations and FTA requirements. For bid submissions over \$100,000 a signed "Buy America" certificate must be included with the bid submission or the bid will be deemed "non-responsive" and therefore rejected. Note that Buy America certificates cannot be changed after the bid opening date except in very specific instances in which a clerical error has been identified as described in current Buy America regulations. Questions regarding Buy America compliance requirements should be submitted in writing to the appropriate NJ TRANSIT Contract Specialist prior to the bid opening.

5. CODE OF ETHICS

- a. Bidder warrants and affirms it has obtained and reviewed a copy of NJ TRANSIT's Code of Vendor Ethics and that Bidder has read and studied this document and distributed this document to all of Bidder's personnel involved in seeking to do business with NJ TRANSIT and required said personnel to fully read this document. In addition, Bidder further warrants and affirms that Bidder has read and reviewed NJ TRANSIT'S document entitled "Important Notice to All Contractors and Consultants" and that Bidder has read and studied this document, including the page setting forth various New Jersey statutory provisions, and that Bidder has distributed this document to all of Bidder's personnel involved in seeking to do business with NJ TRANSIT and required said personnel to fully read this document.
- b. Bidder warrants and affirms that it has issued written instructions to all of Bidder's personnel involved in seeking to do business with NJ TRANSIT instructing and requiring same to strictly adhere to the Contractor's responsibilities as set forth in NJ TRANSIT's Code of Vendor Ethics and in the "Important Notice to All Contractors and Consultants".

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- c. Bidder warrants and affirms that during the bidding or proposal process for the contract with NJ TRANSIT, no gratuities or other inducements have been offered or given or will be offered or given in any form including gifts, gratuities, benefits, inducements, meals (other than de minimis valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment, or any other thing of value or favors of any kind to any member of NJ TRANSIT's Board of Directors, officer or employee of NJ TRANSIT.
- d. Bidder warrants and affirms that during the RFP or IFB process for the contract with NJ TRANSIT, Bidder has not and will not make any offers of employment to any member of the NJ TRANSIT Board of Directors, officer or employee directly involved with this contract, or solicit or interview therefore, directly or indirectly, without first seeking and obtaining written approval from NJ TRANSIT's Ethics Liaison Officer.
- e. Bidder warrants and affirms that during the RFP or IFB process for the contract with NJ TRANSIT it has and shall promptly report in writing to NJ TRANSIT every instance that comes to the Bidder's attention and knowledge regarding any member of NJ TRANSIT's Board of Directors, officer or employee of NJ TRANSIT who has solicited or asked Bidder to provide gifts, gratuities, benefits, inducements, meals (other than de minimis valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment or any other thing of value or favors of any kind or has made any solicitation or request, directly or indirectly, for employment with or through the Bidder.
- f. Bidder acknowledges and accepts that for breach or violation of the foregoing warranties and affirmations, NJ TRANSIT shall have the discretion and legal right to disqualify Bidder from bidding or proposing for a contract between the Bidder and NJ TRANSIT.

6. AFFIRMATIVE ACTION

Bidder certifies that an Affirmative Action Program of Equal Opportunity has been adopted by the Bidder to ensure that applicants are employed, employees are treated, and the selection and utilization of contractors, subcontractors, consultants, material suppliers and equipment lessors shall be done in accordance with N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq., as amended and supplemented, and the rules and regulations promulgated pursuant thereto. Bidder further certifies that it will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations and relevant orders of the Secretary of Labor. Said Affirmative Action Program shall address both the internal recruitment, employment and utilization of minorities and women and the external recruitment policy regarding minority and women contractors, subcontractors, consultants, material suppliers and equipment lessors.

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7. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

Bidder certifies, to the best of his/her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) At the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration previously filed in accordance with (1) or (2) above, Bidder shall file an updated certification or declaration, as appropriate, in accordance with 31 USC 1352.
- (4) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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8. BIDDER'S CERTIFICATION

I hereby certify that I have full authority to execute this Proposal on behalf of the named Bidder. In executing this Proposal, I hereby declare that Bidder has carefully examined the Notice to Bidders, Forms of Proposal, General Provisions, Special Provisions, Technical Provisions, Drawings and all other Contract Documents required for the construction of the named Project.

By submitting this bid, the Bidder certifies and represents that its bid certifications as to Business Registration, Public Works Contractor Registration (PWC), and Bid Bond have been digitally signed by an authorized representative of the Bidder.

The undersigned is a Corporation under the laws of the State of

NEW JERSEY .

Company Name: INTEGRITY ROOFING, INC.
Address (Line1): 1385 WITHERSPOON STREET
(Line2):
(Line3): RAHWAY, NJ 07065
Telephone Number: 732-6801111
Fax Number: 7326800238
FEIN Number: 223137401

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ADDENDA ACKNOWLEDGMENT

Bidder acknowledges and affirms that he/she has obtained, reviewed and applied all addenda issued during the bidding period. Yes -----

The undersigned acknowledges receipt of 3 addenda: -----

NEW JERSEY TRANSIT CORPORATION
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Orange Essex NJ

IFB NO. 15-015X

Date: 03-03-15

CONTRACTOR: BIDX23879 - INTEGRITY ROOFING, INC.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE SELECT THE APPROPRIATE OPTION: A.

A.) I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

B.) I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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PART 2: PLEASE PROVIDE FURTHER INFORMATION
RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

If additional space is needed, Bidder shall submit a complete list of all activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on a Disclosure of Investment Activities in Iran form provided by NJ TRANSIT, in care of the Contract Specialist, within seven (7) business days of bid submission.

ACTIVITY 1:

Name: N/A

Relationship to Bidder/Offeror:

Description of Activities:

Duration of Engagement:

Anticipated Cessation Date:

Bidder/Offeror Contact Name:

Contact Phone Number:

ACTIVITY 2:

Name: N/A

Relationship to Bidder/Offeror:

Description of Activities:

Duration of Engagement:

Anticipated Cessation Date:

Bidder/Offeror Contact Name:

Contact Phone Number:

NEW JERSEY TRANSIT CORPORATION
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IFB NO. 15-015X

Date: 03-03-15

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ACTIVITY 3:

Name: N/A

Relationship to Bidder/Offeror:

Description of Activities:

Duration of Engagement:

Anticipated Cessation Date:

Bidder/Offeror Contact Name:

Contact Phone Number:

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name: STEVE LEWKOWICZ

Title: PRESIDENT

Date: 02/23/15

NEW JERSEY TRANSIT CORPORATION
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Business Registration
=====

Pursuant to N.J.S.A. 52:32-44 (P.L. 2004, c.57), valid Business Registration Certificate is REQUIRED at the time of bid. Please visit <http://www.state.nj.us/treasury/revenue/gettingregistered.htm> if you do not have a business registration.

Visit https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp to verify the validity of your existing business registration.

I have obtained a "Business Registration Certificate". No

My Taxpayer ID (FEIN) Number is 223137401

and my Business Registration Certificate No. is 0097745.

Public Works Contractor Registration
=====

Pursuant to The Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 (PL. 1999, c.238), as amended, Bidders must be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance at the time of bid. Please visit http://lwd.dol.state.nj.us/labor/forms_pdfs/lse/lse-2.pdf if you do not have a "Public Works Contractor Registration".

Visit <http://lwd.state.nj.us/lseapp/LSERedirect.html?newPage=forms/RegisteredContractors> to verify the validity of your existing "Public Works Contractor Registration".

I have obtained a "Public Works Contractor Registration". Yes

My Public Works Contractor Registration Certificate Number
is 605561

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Jamie Fox, Board Chairman
Veronique Hakim, Executive Director



One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

February 19, 2015

To Whom It May Concern:

**RE: New Jersey Transit Agreement No. 15-015X
Orange Annex Roof Replacement
Orange, New Jersey
Addendum No. 1**

Prospective consultants are hereby advised of the following additions, deletions and/or clarifications for which bids are due on Tuesday, March 12, 2013 at 2:00 p.m.

1. Please find attached the Pre-Bid Conference Agenda.
2. Please find attached the Pre-Bid Conference and Site Visit Attendance Sheet.
3. Please find attached additional information and a drawing for the Orange Annex Roof Replacement.
4. Pictures for the Upper and Lower roof of the Orange Annex Roof Replacement.

FOR PROSPECTIVE CONSULTANTS ONLY

This concludes Addendum No. 1 bidders must electronically acknowledge receipt of this addendum with its bid submission. Failure to do so may render the bid non-responsive.

Sincerely,
Shelley D. Harris
Shelley D. Harris
Principal Contract Specialist
Procurement Department

PRE-BID CONFERENCE & SITE VISIT
Attendance Sheet

INVITATION FOR BID (IFB) NO. 15-015X

ORANGE ANNEX ROOF REPLACEMENT
 ORANGE, NJ

PRE-BID CONFERENCE AGENDA

THURSDAY, FEBRUARY 5, 2015 @ 10:00 A.M.

<u>NAME/ COMPANY NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE NO./FAX NO.</u>	<u>DBE</u>
MTB LLC	100 Steiner Ave Neptune city	732 774 1806 732 774 6264	
BADLY FISHBONE PASSAIC METAL	5 Central Av Clifton, NJ	973-546-9000 973 253 9994	
N-S-K. CONSTRUCTION	503rd 7th Street Bridgeton, NJ 08203	718-331-9419 718-331-3817	
Michael V. Petrik Integrity Roofing	1385 Witherspoon St Rahway, NJ 07065	732-680-1111 732-680-0238	
WACE/Kreher Northeast Roof Maintenance	644 Catherine St. Perth Amboy NJ. 08861	732 442 2020 732 442 8099	
NJT	NEWARK, NJ	973-491- 8061	
JA NOLT	53 Cross Keys Rd. 08210 Berlin NJ	856 753 9333	
Pracco, Inc	245 Wiscott Dr Rahway, NJ	732-388 0800	

PRE-BID CONFERENCE & SITE VISIT
Attendance Sheet

INVITATION FOR BID (IFB) NO. 15-015X

ORANGE ANNEX ROOF REPLACEMENT
 ORANGE, NJ

PRE-BID CONFERENCE AGENDA

THURSDAY, FEBRUARY 5, 2015 @ 10:00 A.M.

<u>NAME/ COMPANY NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE NO./FAX NO.</u>	<u>DBE</u>
MARK HOLMES PIN TRIBAL CONSTRUCTION	50 DRIFT AVE LAWRENCE TWP, NJ 08648	609-538-1298	YES
EDUARDO BLANCO NJ	NJ 1 VENT PLAZA	(973) 491-7460	
JEFF DORFEL	8 MAIN ST	908-616-6439 908-316-7582-F	
Glenn B. Hays NJ			
Shelley D. Hays NJ		(973) 491-7538	

INVITATION FOR BID (IFB) NO. 15-015X

**ORANGE ANNEX ROOF REPLACEMENT
ORANGE, NEW JERSEY**

PRE-BID CONFERENCE AGENDA

THURSDAY, FEBRUARY 5, 2015 @ 10:00 A.M.

I. INTRODUCTION

A. Proposal Process

**Shelley D. Harris
Principal Contract Specialist**

B. Panelist

**Eduardo Blanco
Project Manager**

II. SBE REQUIREMENTS

**Jacquelin Rush-Gilbert
Senior Contract Compliance Specialist
15% DBE Goal**

III. PROJECT OVERVIEW

Eduardo Blanco

IV. TECHNICAL REQUIREMENTS

Eduardo Blanco

V. QUESTIONS FROM THE FLOOR

Panelist

VI. CLOSING REMARKS

Shelley D. Harris

VII. ADJOURNMENT

Shelley D. Harris

INVITATION FOR BID (IFB) NO. 15-015X

**ORANGE ANNEX ROOF REPLACEMENT
ORANGE, NEW JERSEY**

PRE-BID CONFERENCE AGENDA

THURSDAY, FEBRUARY 5, 2015 @ 10:00 A.M.

Agenda

Introduction
Proposal Process
Project Overview
Technical Requirements
Questions and Answer Session

General

Attendance List

Project Dates:	Solicit Bids:	January 22, 2015
	Pre-Bid Conference:	February 5, 2015 – 10:00 a.m.
	Site Visit:	Immediately Following the Pre- Bid Conference
	Prequalification Due:	Friday, February 6, 2015- Close of Business
	Deadline for Questions:	Thursday, February 12, 2015 – Close of Business
	Bid Opening:	Thursday, February 26, 2015 – 2:00 p.m.

Bids are to be submitted to NJ TRANSIT's Bid Desk located on the 6th Floor at One Penn Plaza East prior to the time specified. Late bids may not be accepted.

Communications: Communications regarding this Invitation for Bid are to be conducted through NJ TRANSIT's Procurement Department. All other contacts are considered improper and are prohibited. Violation of this prohibition may cause for removal of a bidder from consideration for award of this contract.

Bidders are also advised that any discussions held regarding this project are considered informal and are not binding. The only means for modifying the Invitation for Bid is through a formal written Addendum. Therefore, any inquiries or requests for clarification must be submitted in writing. Inquiries and requests for clarification may be faxed to (973) 491-7854 or e-mailed to my attention at sharris@njtransit.com. Any response NJ TRANSIT elects to make will be made by a written Addendum to the Bid and issued to all plan holders.

IFB # 15-015X

Ext. 7538

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Jamie Fox, Board Chairman
Veronique Hakim, Executive Director



One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

February 20, 2015

To Whom It May Concern:

**RE: New Jersey Transit Agreement No. 15-015X
Orange Annex Roof Replacement
Orange, New Jersey
Addendum No.2**

Prospective consultants are hereby advised of the following additions, deletions and/or clarifications for which bids are due on Thursday, February 26, 2015 at 2:00 p.m.

1. Contractors must be prequalified for Building Construction (BC) and a General Contractor (GC) or for Building Construction (BC) with a Specialty (SP) in roofing with a minimum rating of "I" (\$1,000,001 to \$2,000,000).

FOR PROSPECTIVE CONSULTANTS ONLY

This concludes Addendum No. 2 bidders must electronically acknowledge receipt of this addendum with its bid submission. Failure to do so may render the bid non-responsive.

Sincerely,
Shelley D. Harris
Shelley D. Harris
Principal Contract Specialist
Procurement Department

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Jamie Fox, Board Chairman
Veronique Hakim, Executive Director



One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

February 26, 2015

To Whom It May Concern:

**RE: New Jersey Transit Agreement No. 15-015X
Orange Annex Roof Replacement
Orange, New Jersey
Addendum No. 3**

Prospective consultants are hereby advised of the following additions, deletions and/or clarifications for which bids are due on Thursday, February 26, 2015 at 2:00 p.m.

1. The date for which bids are due has been changed from Thursday, February 26, 2015 at 2:00 p.m. to Tuesday, March 3, 2015 at 2:00 p.m.
2. Please **disregard** the original Technical Specification and **replace with** the attached Revised Technical Specification dated 02/26/15. **Please Note:** Division 15 - Mechanical was erroneously left out when the Technical Specification was uploaded to Bid-X.

FOR PROSPECTIVE CONSULTANTS ONLY

This concludes Addendum No. 3 bidders must electronically acknowledge receipt of this addendum with its bid submission. Failure to do so may render the bid non-responsive.

Sincerely,
Shelley D. Harris
Shelley D. Harris
Principal Contract Specialist
Procurement Department

TECHNICAL SPECIFICATIONS

**ORANGE ANNEX
ROOF REPLACEMENT**

ORANGE, NJ

ROOF REPLACEMENT PROJECT

**Paul V. Giammona
Registered Architect
State of New Jersey
NJ License No. AI-16461**

TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

DIVISION 6 - WOOD AND PLASTICS

06114 – WOOD BLOCKING AND CURBING

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07552 – SBS-MODIFIED BITUMINOUS MEMBRANE ROODING, COLD
APPLIED

07620 – SHEET METAL AND FLASHING AND TRIM

DIVISION 10 - SPECAILITIES

10290 – BIRD CONTROL

DIVISION 15 - MECHANICAL

15160 – STORM DRAINAG PIPING

SECTION 06114
WOOD BLOCKING AND CURBING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes roof curbs, blocking, Fire resistant blocking and grounds.

1.2 SUBMITTALS

- A. Submit in accordance with General Provisions for Construction.
- B. Product Data: Submit technical data on wood preservative and fire retardant treatment materials and application instructions.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with the following:
 - 1. Lumber Grading Agency: Certified by NIST PS 20.
 - 2. Plywood Grading Agency: Certified by APA/EWA.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Lumber Grading Rules: AP&PA. Plywood: APA/EWA Rated Sheathing

2.2 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Fasteners: Hot dipped galvanized steel for high humidity and treated wood locations, unfinished steel elsewhere.
 - 2. Anchors: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Bolt or ballistic fastener for anchorages to steel.

2.3 FACTORY WOOD TREATMENT

- A. Fire Retardant Treatment: Pressure treatment, AWPAC20 for lumber and AWPAC27 for plywood, Exterior Type, chemically treated and pressure impregnated; capable of providing a maximum flame spread/smoke development rating of 25/450.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify substrate conditions are ready to receive blocking, curbing and framing.

3.2 PREPARATION

- A. Coordinate placement of blocking, curbing and framing items.

3.3 INSTALLATION

- A. Set members level and plumb, in correct position.
- B. Place horizontal members, crown side up.
- C. Construct curb members of solid wood sections.
- D. Curb roof openings except where prefabricated curbs are provided. Form corners by alternating lapping side members.
- E. Secure sheathing to framing members with ends over firm bearing and staggered.

3.4 SCHEDULES

- A. Roof Blocking: S/P/F species, 19 percent maximum moisture content, pressure preservative treatment.

PART 4 COMPENSATION

4.1 MEASUREMENT AND PAYMENT

- A. Measurement: The work of this section shall not be measured.
- B. Payment: The cost of this section shall be included in the lump sum bid item C06-001-002.0, wood blocking and curbing

END OF SECTION

SECTION 07552

SBS-MODIFIED BITUMINOUS MEMBRANE ROOFING, COLD-APPLIED

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:

1. SBS-modified bituminous membrane roofing system on wood deck.
2. Roof insulation.
3. Roof surfacing consisting of mineral granulated cap sheet.

- B. Related Sections include the following:

1. Division 6 Section "Miscellaneous Carpentry" for wood nailers, curbs, and blocking.
2. Division 7 Section "Sheet Metal Flashing and Trim" for custom metal roof penetration flashings, flashings, and counterflashings.
3. Division 7 Section "Manufactured Roof Specialties" for manufactured copings, roof edge flashings, roof edge drainage systems, counterflashings, and reglets.
4. Division 7 Section "Roof Expansion Assemblies."
5. Division 7 Section "Joint Sealants."
6. Division 15 Section "Plumbing Specialties" for roof drains.

- C. Allowances: Refer to Division 1 Section "Allowances" for description of Work in this Section affected by allowances.

- D. Unit Prices: Refer to Division 1 Section "Unit Prices" for description of Work in this Section affected by unit prices.

1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

1.4 PERFORMANCE REQUIREMENTS

- A. General:** Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility:** Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. FMG Listing:** Provide roofing membrane, base flashings, and component materials that comply with requirements in FMG 4450 and FMG 4470 as part of a roofing system and that are listed in FMG's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FMG markings.
 - 1. Fire/Windstorm Classification: Class 1A- 90.
 - 2. Hail Resistance: SH.
- D. Flashings:** Comply with requirements of Division 7 Section "Sheet Metal Flashing and Trim." Provide base flashings, perimeter flashings, detail flashings and component materials that comply with requirements and recommendations of the following:
 - 1. FMG 1-49 Loss Prevention Data Sheet for Perimeter Flashings.
 - 2. FMG 1-29 Loss Prevention Data Sheet for Above Deck Roof Components.
 - 3. NRCA Roofing and Waterproofing Manual (Sixth Edition) for construction details and recommendations.
 - 4. SMACNA Architectural Sheet Metal Manual (Sixth Edition) for construction details

1.5 SUBMITTALS

- A. Product Certificate:** Submit notarized certificate, indicating complete list of products intended for use under Work of this Section, including product names and numbers and manufacturers' names, with statement indicating that products to be provided meet the requirements of the Contract Documents.
- B. Shop Drawings:** For roofing system. Include plans, elevations, sections, details, and attachments to other Work.
 - 1. Base flashings, cants, and membrane terminations.
 - 2. Tapered insulation, including slopes.
 - 3. Crickets, saddles, and tapered edge strips, including slopes.
 - 4. Insulation fastening patterns.

- C. **Samples for Verification:** For the following products:
1. 12-by-12-inch square of base sheet and ply sheet/flashing backer sheet.
 2. 12-by-12-inch square of cap sheet/flashing cap sheet.
 3. 12-by-12-inch square of roof insulation.
 4. 12-by-12-inch square of walkway pad or cap sheet walkway.
 5. Six insulation fasteners of each type, length, and finish.
- D. **Installer Certificates:** Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- E. **Manufacturer Certificates:** Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
1. Submit evidence of meeting performance requirements, including FMG listing.
- F. **Manufacturer Certificates:** Indicating compliance of proposed products with requirements, including:
1. **Product Compatibility:** Indicate manufacturer has verified compatibility of roofing system components, including but not limited to: Roofing base and ply sheets, membrane backer and flashing sheets, reinforcement fabric felts and mats, adhesives, mastics, coatings, and sealants.
- G. **Manufacturer Approval of Testing Agency:** Manufacturer's letter indicating acceptance of qualifications and approval of testing agency to perform inspections specified under Part 3 Article "Field Quality Control."
1. Indicate manufacturer's approval of testing agency's authority to perform final roofing inspection and manufacturer's warranty certification.
- H. **Qualification Data:** For Installer, manufacturer, and manufacturer's technical representative.
- I. **Qualification Data:** For testing agency and testing agency personnel.
1. **Product Test Reports:** Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.
- J. **Research/Evaluation Reports:** For components of roofing system.
1. Building Officials and Code Administrators International Evaluation Service (BOCA-ES) Evaluation Reports.
 2. International Code Council (ICC).
 3. International Council of Building Officials, Inc. Evaluation Service (ICBO-ES) Evaluation Reports.
 4. National Evaluation Service, Inc. (NES).

- K. Maintenance Data and Training Materials: For roofing system to include in maintenance manuals and Owner's training library.
- L. Warranties: Special warranties specified in this Section.
- M. Inspection Report: Copy of roofing system manufacturer's daily and final technical inspection reports of roofing installation

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.
- B. Manufacturer Qualifications: A qualified manufacturer that has FMG approval for roofing system identical to that used for this Project.
- C. Manufacturer's Technical Representative Qualifications: An authorized full-time employee representative of manufacturer, not engaged in the sale of material, experienced in the installation and maintenance of the specified roofing system and qualified to determine Installer's compliance with the requirements of this Project.
 - 1. Should roof manufacturer not employ full-time inspection personnel, inspector shall be certified as a Registered Roof Observer by the Roof Consultants Institute, and shall be experienced in the installation and maintenance of the specified roofing system and qualified to determine Installer's compliance with the requirements of this project.
- D. Source Limitations: Obtain components for roofing system from or approved by roofing system manufacturer.
- E. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire Test Exposure: Class A; ASTM E 108, for application and roof slopes indicated. Delete subparagraph below if fire-resistance rating of roof assembly is not applicable. Indicate rating, testing agency, and testing agency's design designation on Drawings.
 - 2. Fire-Resistance Ratings: ASTM E 119, for fire-resistance-rated roof assemblies of which roofing system is a part.
- F. Preinstallation Conference: Conduct conference at Project site. Comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roofing system including, but not limited to, the following:

1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.8 PROJECT CONDITIONS

- A. Weather Limitations:** Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.9 WARRANTY

- A. Warranty, General:** Warranties specified shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- A. Special Manufacturer's Warranty:** Submit roofing system Manufacturer's special warranty, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
1. Special warranty includes roofing membrane, base flashings, roofing membrane accessories, roof insulation, fasteners, cover boards, walkway products sheet metal flashings and trim, copings, roof edge flashings, roof edge drainage systems, counterflashings and reglets, and roof expansion assemblies specified in other Division 7 Sections and other components of roofing system.
 2. **Warranty Period:** 20 years from date of Substantial Completion.
 3. Upon Substantial Completion, Roofing Manufacturer shall deliver the Owner a twenty (20) year manufacturer Roof System Warranty and Service Agreement and Owner's Manual. Manufacturer shall, during the second, fifth, tenth and fifteenth year of this warranty, inspect and provide a written Executive Summary.
 4. The membrane manufacturer's liability shall include the total cost of the materials (insulation, insulation fasteners, insulation adhesives, roofing material and sheet metal components) and the labor to install these materials. The dollar amount shall be clearly stated on the warranty.
 5. Manufacturer shall, during the second, fifth, tenth and fifteenth year of this warranty service agreement, provide the following for the manufacturer's roof system:
 1. Inspection by a Manufacturer's Technical Service Representative and delivery of a written inspection report documenting roof conditions.
 2. Preventive maintenance and necessary repairs, including splits, tears, or breaks in the roof membrane system and flashings which threaten the integrity of the roof system and are not exempt due to neglect, negligence, vandalism, or some other exclusion. General rooftop housekeeping and cleanup, subject to limits, but generally including removal of incidental debris.
 6. **New Roof Component Coverage:** A single manufacturer shall provide specified warranty. The manufacturer's warranty must include labor and material coverage against leakage on all components including those manufactured by others. Included in the warranty coverage are the following:
 1. Insulation materials, fasteners, and adhesives.
 2. New and temporary roof membrane components and adhesives.

3. Metal edge components including cleat strips.
 4. Tapered edge and cant strips.
 5. Surface mastics, coatings, stripping, plies, including elastomeric coatings.
 6. All drain and scupper flashings.
 7. Any roof leaks or other problems caused by substrate movement (e.g. insulation movement) of any component other than the deck shall not be excluded.
 8. Any movement associated with metal edge joints or flanges causing leaks.
 9. Damages caused by wind speed up to specified wind speed for Project.
 10. Permanent tie-ins and/or joints separating new and old roofing.
 11. Materials not manufactured by the roofing system manufacturer must be clearly stated on the warranty that they are covered by the conditions of the warranty.
7. The Roofing Contractor shall certify compliance with the above warranty requirements by submitting a copy of the warranty as a submittal item upon request of the Owner. The manufacturer will advise the customer in writing how to maintain the warranty in the form of an Owner's Manual.
 8. Allowable Exclusions: The following exclusions are the only exclusions permitted on the warranty.
 1. Natural or accidental disasters including, but not limited to, damage caused by lightning, hailstorms, floods, hurricane force winds (74 mph or greater), tornadoes, earthquakes, fire, animals, penetration of the membrane, or chemical attack by outside agents.
 2. Any intentional or negligent act on the part of the Owner or any third party including, but not limited to, misuse, traffic, storage of or discharge of materials or effluent on the roof. Any repair of these items will be at the owner's expense.
 3. Distortion, expansion or contraction of the roofing system caused by faulty original construction or design of building components including parapet walls, copings, chimneys, skylights, vents or roof deck, or lack of positive, proper, or adequate drainage resulting in ponding water on the roof.
 9. The Roofing Contractor shall certify compliance with the above warranty requirements by submitting a copy of the warranty as a submittal item upon request of the Owner. A letter from an officer of the manufacturer must be submitted, which states that the submitted warranty shall be issued at Substantial Completion. The Owner reserves the right to reject roofing systems that do not meet warranty requirements.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Manufacturer/Product:** The roof system specified in this section is based upon Tremco, Inc. products named in other Part 2 articles. Subject to compliance with requirements, provide the named product or an approved comparable product by one of the following:
 - 1. SBS-Modified Bituminous Membrane Roofing:**
 - 1. Tremco Inc.**
 - 2. Or, approved equal.**
- B. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:**
 - 1. Products:** Subject to compliance with requirements, provide one of the products specified.
 - 2. Manufacturers:** Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 BASE-SHEET MATERIALS

- A. Base Sheet:** ASTM D 4601, Type II, non-perforated, asphalt-impregnated and -coated, glass-fiber sheet, dusted with fine mineral surfacing on both sides.

2.3

- A. Ply Sheet: BURmastic Premium Composite Ply:** Non-perforated, SBS modified, asphalt-coated, polyester/fiberglass/polyester reinforced sheet dusted with fine mineral surfacing on both sides which meets the requirements of ASTM D 4601, Type II, and the following properties:
 - 1. Tensile Strength, minimum, ASTM D 5147:** machine direction, 220 lbf/in; cross machine direction, 230 lbf/in.
 - 2. Tear Strength, minimum, ASTM D 5147:** machine direction, 380 lbf; cross machine direction, 380 lbf.
 - 3. Elongation at 77 deg. F, minimum, ASTM D 5147:** machine direction, 6.0 percent; cross machine direction, 6.0 percent.
 - 4. Thickness, minimum, ASTM D 146:** 0.05 inch.
 - 5. Weight, minimum, ASTM D 228:** 30 lb/100 sq. ft.
 - 6. Asphalt, minimum, ASTM D 228:** 10 lb/100 sq. ft.

2.4 ROOFING MEMBRANE CAP SHEETS, SBS-MODIFIED BITUMEN

- A. Cap Sheet: POWERply Premium FR:** ASTM D 6162, Grade G, Type III, composite polyester and glass fiber reinforced, SBS/SIS/SEBS-modified asphalt sheet; granular surfaced; suitable for application method specified and as follows:
 - 1. Exterior Fire-Test Exposure, ASTM E 108:** Class A.

2. Tensile Strength at 73 deg. F, minimum, ASTM D 5147: machine direction 480 lbf/in; cross machine direction 500 lbf/in.
 3. Tear Strength at 73 deg. F, minimum, ASTM D 5147: machine direction, 780 lbf; cross machine direction 760 lbf.
 4. Elongation at 73 deg. F, minimum, ASTM D 5147: machine direction, 6.0 percent; cross machine direction, 6.0 percent.
 5. Low Temperature Flex, maximum, ASTM D 5147: -35 deg. F.
 6. Thickness, minimum, ASTM D 5147: 0.160 inch.
- B. BASE Flashing Backer Sheet: BURmastic Modified Premium Composite Ply
- C. Flashing Cap Sheet: POWERply Premium FR

2.5 COLD-APPLIED ADHESIVE MATERIALS

- A. Ply & Cap Sheet Adhesive: POWERply Standard Cold Adhesive LV: One-part, asbestos-free, low-volatile, cold-applied adhesive specially formulated for compatibility and use with specified roofing membranes and flashings, with the following physical properties:
1. Asbestos Content, EPA 600 R-93/116: None.
 2. Volatile Organic Compounds (VOC), maximum, ASTM D 6511: 250 g/L.
 3. Nonvolatile Content, minimum, ASTM D 6511: 75 percent.
 4. Flash Point, minimum, ASTM D 93: 100 deg. F.
- B. Flashing Backer & Cap Sheet Adhesive: ELS: ASTM D 4586, Type II, Class 1, one-part, asbestos-free, cold-applied mastic specially formulated for compatibility and use with specified roofing membranes and flashings, with the following properties:
1. Asbestos Content, ASTM D 276: None.
 2. Volatile Organic Compounds (VOC), maximum, ASTM D 6511: 234 g/L.
 3. Resistance to Sag, maximum, ASTM D 4586: 1/8 inch.
 4. Moisture Vapor Transmission, ASTM E 398: 0.25 g/100 sq. in./24 hr at 0.020 in. thickness, average.

2.6 ASPHALT MATERIALS

- A. Low-VOC Asphalt Primer: TREMprime LV: ASTM D 41, low-VOC, solvent-based asphalt primer with the following physical properties:
1. Asbestos Content, EPA 600 R-93/116: None.
 2. Volatile Organic Compounds, maximum, ASTM D 3960: 350 g/L.
 3. Flash Point, minimum, ASTM D 3278: 100 deg. F.

2.7 AUXILIARY ROOFING MEMBRANE MATERIALS

- A. General:** Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.
- B. Asphalt Roofing Cement:** ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.
- C. Mastic Sealant:** Polyisobutylene, plain or modified bitumen, non-hardening, non-migrating, non-skinning, and nondrying.
- D. Fasteners:** Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roofing membrane components to substrate, tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.
- E. Metal Flashing Sheet:** Metal flashing sheet is specified in Division 7 Section "Sheet Metal Flashing and Trim."
- F. Roofing Granules:** Ceramic-coated roofing granules, No. 11 screen size with 100 percent passing No. 8 sieve and 98 percent of mass retained on No. 40 sieve, color to match roofing membrane.
- G. Miscellaneous Accessories:** Provide miscellaneous accessories recommended by roofing system manufacturer.

2.8 ROOF INSULATION

- A. General:** Provide preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.
- B. Polyisocyanurate Board Insulation:** ASTM C 1289, Type II, Class 1, Grade 2, HCFC-free, with felt or glass-fiber mat facer on both major surfaces.
- C. Tapered Insulation:** Provide factory-tapered insulation boards fabricated to slope of 1/4 inch per 12 inches, unless otherwise indicated.
- D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.**

2.9 INSULATION ACCESSORIES

- A. General:** Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.

- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
- C. Insulation Adhesive: Low Rise Foam Insulation Adhesive: Two-component, solvent-free, low odor, elastomeric urethane adhesive formulated to adhere roof insulation to substrate, with the following physical properties:
1. Flame Spread Index, ASTM E 84: 10.
 2. Smoke Developed Index, ASTM E 84: 30.
 3. Asbestos Content, EPA 600/R13/116: None.
 4. Volatile Organic Compounds (VOC), maximum, ASTM D 3960: 0 g/L.
 5. Tensile Strength, minimum, ASTM D 412: 250 psi.
 6. Peel Adhesion, minimum, ASTM D 903: 17 lbf/in.
 7. Flexibility, 70 deg. FASTM D 816: Pass.
- D. Insulation Cant Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.
- E. Tapered Edge Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.
- F. Cover Board: SecureRock ASTM C 1177/C 1177M, water-resistant gypsum substrate, 1/4 inch
- G. Substrate Joint Tape: 6- or 8-inch- wide, coated, glass-fiber joint tape.

2.10 WALKWAYS

- A. Walkway Pads: Trem-Tred: Mineral-granule-surfaced, reinforced asphaltic composition, slip-resisting pads, manufactured as a traffic pad for foot traffic and acceptable to roofing system manufacturer, 1/2 inch thick, minimum, with the following physical properties:
1. Flexural Strength at max. load, minimum, ASTM C 203: 218 psi.
 2. Granule adhesion (weight loss), maximum, ASTM D 4977: 1.1 gram.
 3. Impact Resistance at 77 deg. F, ASTM D 3746: No Damage to Roof.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:

1. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
3. Verify that surface plane flatness and fastening of steel roof deck comply with requirements in Division 5 Section "Steel Deck."
4. Verify that wood deck is securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch out of plane relative to adjoining deck.
5. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

3.3 INSTALLATION, GENERAL

- A. Install roofing system in accordance with manufacturer's recommendations.
- B. Install roofing membrane, base flashings, and component materials in compliance with requirements in FMG 4450 and FMG 4470 as part of a membrane roofing system as listed in FMG's "Approval Guide" for fire/windstorm classification indicated. Comply with recommendations in FMG Loss Prevention Data Sheet 1-49.
- C. Install roofing system in accordance with the following NRCA Manual Plates and NRCA recommendations; modify as required to comply with requirements of FMG references above:
 1. Base Flashing at Parapet Wall: Plates MB-1 and MB-1S.
 2. Base Flashing and Counter flashing at Parapet Wall: Plates MB-4 and MB-4S.
 3. Base Flashing and Counter flashing at Parapet Wall, Movement Joint: Plates MB-6 and MB-6S.
 4. Base and Surface-mounted Counter flashing: Plates MB-4 and MB-4S.
 5. Perimeter Edge, Raised: Plates MB-2- and MB-2S.
 6. Perimeter Edge, Gravel-stop: Plates MB-3 and MB-3S.
 7. Scupper, Raised: Plates MB-21 and MB-21S.
 8. Gutter at Draining Edge: Plates MB-22 and MB-22S.
 9. Expansion Joint, with metal cover: Plates MB-7 and MB-7S and Division 7 Section "Sheet Metal Flashing and Trim."

10. Expansion Joint, with pre-manufactured cover: Plates MB-7A and MB-7AS and Division 7 Section "Roof Expansion Assemblies."
11. Curb Detail at Rooftop HVAC Units, Pre-manufactured: Plates MB-12 and MB-12S and Division 7 Section "Roof Accessories."
12. Curb Detail at Rooftop HVAC Units, Job-Built, Wood: Plates MB-13 and MB-13S.
13. Curb Detail at Skylight, Roof Hatch, and Smoke Vents: Plates MB-14 and MB-14S and Division 7 Section "Roof Accessories."
14. Penetration, Structural Member: Plates MB-15 and MB-15S.
15. Penetration, Sheet Metal Enclosure: Plates MB-16 and MB-16S
16. Penetration, Stack Flashing: Plates MB-17 and MB-17S.
17. Penetration, Pocket: Plates MB-19 and MB-19S.
18. Roof Drain: Plates MB-20 and MB-20S.

3.4 INSULATION INSTALLATION

- A. Comply with roofing system manufacturer's written instructions for installing roof insulation.
- B. On wood decks only, install one lapped base sheet course and mechanically fasten to substrate according to roofing system manufacturer's written instructions.
- C. Insulation Cant Strips: Install and secure preformed 45-degree insulation cant strips at junctures of built-up roofing membrane system with vertical surfaces or angle changes greater than 45 degrees.
- D. Install tapered insulation under area of roofing to conform to slopes indicated.
- E. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch with insulation.
 1. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
- F. Install insulation at minimum thickness of [1 inches] [1-1/2 inches] [2 inches (50 mm)] [3 inches] [4 inches].
- G. Install insulation at average overall thickness of minimum [1 inches] [1-1/2 inches (38 mm)] [2 inches] [3 inches] [4 inches]
- H. Install one or more layers of insulation under area of roofing to achieve required thickness. Where overall insulation thickness is [1-1/2 inches] [2 inches (50 mm)] or greater, install 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.
- I. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.

- J. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- K. Mechanically Fastened and Adhered Insulation: Install each layer of insulation and secure first layer of insulation to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
 - 1. Fasten first layer of insulation according to requirements in FMG's "Approval Guide" for specified Windstorm Resistance Classification.
 - 2. Fasten first layer of insulation to resist uplift pressure at corners, perimeter, and field of roof.
 - 3. Install subsequent layers of insulation in a solid application of cold-applied adhesive.
- L. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Stagger joints from joints in insulation below a minimum of 6 inches in each direction. Loosely butt cover boards together and fasten to roof deck. Tape joints if required by roofing system manufacturer.
 - 1. Adhere according to requirements in FMG's "Approval Guide" for specified Windstorm Resistance Classification.
 - 2. Adhere to resist uplift pressure at corners, perimeter, and field of roof.
 - 3. Apply cold-applied adhesive to underside and immediately bond cover board to substrate.

3.5 ROOFING MEMBRANE INSTALLATION, GENERAL

- A. Start installation of roofing membrane in presence of roofing system manufacturer's technical personnel.
- B. Cooperate with testing and inspecting agencies engaged or required to perform services for installing roofing system.
- C. Coordinate installing roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
 - 1. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement with joints and edges sealed.
 - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
 - 3. Remove and discard temporary seals before beginning work on adjoining roofing.
- D. Substrate-Joint Penetrations: Prevent roofing asphalt from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

3.6 SBS-MODIFIED BITUMINOUS MEMBRANE INSTALLATION

- A. Install two (2) plies of modified bituminous roofing membrane ply sheets according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond eaves, installing as follows:

1. Adhere to substrate in cold-applied adhesive.
 2. Broom-in ply sheets with stiff bristled broom to ensure proper adhesion.
- B. Install modified bituminous roofing membrane cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Offset laps from laps of preceding ply sheets and align cap sheet without stretching. Lap in direction to shed water. Extend cap sheet over and terminate beyond cants.
1. Unroll roofing membrane sheets and allow them to relax for minimum time period required by manufacturer.
 2. Adhere to substrate in cold-applied adhesive.
 3. Immediately after installation, to ensure complete and continuous seal and contact between adhesive and cap sheet, apply a minimum 75-pound weighted roller over entire adhered cap sheet.
- C. Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps.
1. Heat-weld all laps with electric powered hot air equipment to provide a continuous seal leaving no voids.
 2. Provide sufficient pressure during heat weld process to permanently adhere laps.
 3. Assure the bitumen on both upper and lower lap faces has melted and a minimum 1/8" bitumen bead is present along each lap edge.

3.7 FLASHING AND STRIPPING INSTALLATION

- A. Install base flashing over cant strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:
1. Prime substrates with asphalt primer if required by roofing system manufacturer.
 2. Flashing Backer Sheet Application: Adhere flashing sheet to substrate in cold-applied adhesive at rate required by roofing system manufacturer.
3. Flashing Sheet Application: Adhere flashing sheet to substrate in cold-applied adhesive at rate required by roofing system manufacturer.
1. Using a hand-held hot-air welding machine, heat-weld all vertical flashing laps, seams, corners and leading edge.
 2. Provide sufficient pressure during heat weld process to permanently adhere laps.
 3. Assure the bitumen on both upper and lower lap faces has melted and a minimum 1/8" bitumen bead is present along each lap edge.
- B. Extend base flashing up walls or parapets a minimum of 8 inches above roofing membrane and 4 inches onto field of roofing membrane.
- C. Mechanically fasten top of base flashing securely with termination bar and fasteners every 6" or 8" on center. 8" minimum.

- D. Install roofing membrane cap-sheet stripping where metal flanges and edgings are set on membrane roofing according to roofing system manufacturer's written instructions.
- E. Roof Drains: Set 30-by-30-inch metal flashing in bed of asphalt roofing cement on completed roofing membrane. Cover metal flashing with roofing membrane cap-sheet stripping and extend a minimum of 6 inches beyond edge of metal flashing onto field of roofing membrane. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring.
 - 1. Install stripping according to roofing system manufacturer's written instructions.

3.8 WALKWAY INSTALLATION

- A. Walkway Pads: Install walkway pads manufacturers according to manufacturer's written instructions.
 - 1. Set walkway pads in cold-applied adhesive.

3.9 FIELD QUALITY CONTROL

- A. Manufacturer's Technical Representative: Contractor shall engage a qualified manufacturer's technical representative acceptable to Owner for a minimum of 5 full-time days per week on site to perform roof tests and inspections and to prepare test reports.
- B. Test Cuts: Before flood coating and surfacing built-up roofing membrane, test specimens will be removed to evaluate problems observed during quality-assurance inspections of roofing membrane as follows:
 - 1. Approximate quantities of components within roofing membrane will be determined according to ASTM D 3617.
 - 2. Test specimens will be examined for interply voids according to ASTM D 3617 and to comply with criteria established in Appendix 3 of ARMA/NRCA's "Quality Control Guidelines for the Application of Built-up Roofing."
- C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Architect.
 - 1. Notify Architect or Owner 48 hours in advance of date and time of inspection.
- D. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.10 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.

- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.**
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.**

END OF SECTION

SECTION 07620
SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Manufactured reglets with counterflashing.
 - 2. Formed roof drainage sheet metal fabrications.
 - 3. Formed and manufactured low-slope roof sheet metal fabrications.
- B. Related Requirements:
 - 1. Division 6 - "Miscellaneous Carpentry" for wood nailers, curbs, and blocking.
 - 2. Division 7 - "SBS-Modified Bituminous Membrane Roofing, Cold Applied" for installation of sheet metal flashing and trim integral with roofing.

1.3 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leak-proof, secure, and noncorrosive installation.

1.4 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.

1. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Review special roof details, roof drainage, roof-penetration flashing, equipment curbs, and condition of other construction that affect sheet metal flashing and trim.
3. Review requirements for insurance and certificates if applicable.
4. Review sheet metal flashing observation and repair procedures after flashing installation.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- B. Shop Drawings: For sheet metal flashing and trim as required by architect.
- C. Samples for Initial Selection: For each type of sheet metal and accessory indicated with factory-applied finishes.
- D. Samples for Verification: For each type of exposed finish.
 1. Sheet Metal Flashing: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
 2. Trim, Metal Closures, Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 inches long and in required profile. Include fasteners and other exposed accessories.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.
- B. Product Certificates: For each type of coping and roof edge flashing that is SPRI ES-1 tested and FM Approvals approved.
- C. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- D. Sample Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data:** For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

1.8 QUALITY ASSURANCE

- A. Fabricator Qualifications:** Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

- 1. For copings and roof edge flashings that are SPRI ES-1 tested and FM Approvals approved, shop shall be listed as able to fabricate required details as tested and approved.**

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.**
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.**

1.10 WARRANTY

- A. Special Warranty on Finishes:** Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.

- 1. Exposed Panel Finish:** Deterioration includes, but is not limited to, the following:

- a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.**
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.**
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.**

- 2. Finish Warranty Period:** 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General:** Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim:** Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Sheet Metal Standard for Copper:** Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- D. SPRI Wind Design Standard:** Manufacture and install copings and roof edge flashings tested according to SPRI ES-1.
- E. Thermal Movements:** Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

2.2 SHEET METALS

- A. General:** Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Copper Sheet:** ASTM B 370, cold-rolled copper sheet, H00 or H01 temper.
 - 1. Manufacturers:** Subject to compliance with requirements, provide products available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Hussey Copper Ltd.**
 - b. Revere Copper Products, Inc.**
 - c. Approved by roof material manufacturer for use as part of full system roof warranty.**
 - 2. Nonpatinated, Exposed, Lacquered Finish:** Finish designations for copper alloys comply with system defined in NAAMM's "Metal Finishes Manual for Architectural and Metal Products."

- C. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.

1. As-Milled Finish: Standard one-side bright.
 - a. Color: As determined by owner and architect.
 - b. Color: As selected by Architect from full range of industry colors and color densities.
2. Exposed Coil-Coated Finish:
 - a. Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

- D. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304, dead soft, fully annealed; with smooth, flat surface.

1. Finish: 2D (dull, cold rolled).

2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Sheet: Minimum 30 mils thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer according to written recommendations of underlayment manufacturer.

1. Products: Subject to compliance with requirements, provide the following available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Carlisle Residential, a division of Carlisle Construction Materials; WIP 300HT.
 - b. Grace Construction Products, a unit of W. R. Grace & Co.-Conn.; Grace Ice and Water Shield HT.
 - c. Henry Company; Blueskin PE200 HT.
 - d. Kirsch Building Products, LLC; Sharkskin Ultra SA.
 - e. Metal-Fab Manufacturing, LLC; MetShield.
 - f. Owens Corning; WeatherLock Specialty Tile & Metal Underlayment.
 - g. Polyguard Products, Inc.; Deck Guard HT.
 - h. Protecto Wrap Company; Protecto Jiffy Seal Ice & Water Guard HT.

- i. SDP Advanced Polymer Products Inc; Palisade SA-HT.

2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
 2. Fasteners for Copper Sheet: Copper, hardware bronze or passivated Series 300 stainless steel.
 3. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
 4. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
- C. Solder:
1. For Copper: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead with maximum lead content of 0.2 percent.
 2. For Stainless Steel: ASTM B 32, Grade Sn60, with acid flux of type recommended by stainless-steel sheet manufacturer.
- D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, non-sag, nontoxic, non-staining tape 1/2 inch wide and 1/8 inch thick.
- E. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

- F. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- G. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- H. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.
- I. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.5 MANUFACTURED SHEET METAL FLASHING AND TRIM

- A. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory-mitered and -welded corners and junctions and with interlocking counterflashing on exterior face, of same metal as reglet.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cheney Flashing Company.
 - b. Fry Reglet Corporation.
 - c. Heckmann Building Products, Inc.
 - d. Hickman, W. P. Company.
 - e. Hohmann & Barnard, Inc.
 - f. Keystone Flashing Company, Inc.
 - g. National Sheet Metal Systems, Inc.
 - h. Sandell Manufacturing.
 - 2. Material: Stainless steel, 0.019 inch thick.
 - 3. Concrete Type: Provide temporary closure tape to keep reglet free of concrete materials, special fasteners for attaching reglet to concrete forms, and guides to ensure alignment of reglet section ends.
 - 4. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
 - 5. Accessories:
 - a. Flexible-Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does

not permit use of standard metal counterflashing or where Drawings show reglet without metal counterflashing.

- b. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing's lower edge.

6. Finish: Mill.

2.6 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 2. Obtain field measurements for accurate fit before shop fabrication.
 - 3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - 4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."
- D. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
 - 2. Use lapped expansion joints only where indicated on Drawings.
- E. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.

- F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- G. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- H. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- I. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- J. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.
- K. Do not use graphite pencils to mark metal surfaces.

2.7 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof-Edge Fascia: Manufactured, two-piece, roof-edge fascia consisting of snap-on metal fascia cover in section lengths not exceeding 12 feet and a formed- or extruded-aluminum anchor bar with integral drip-edge cleat to engage fascia cover. Manufactured preformed cant edge system. Provide matching corner units.
 - 1. Subject to compliance with requirements, provide Tremco, TremLock Fascia.
 - 2. Corners: Factory mitered and continuously welded.
 - 3. Scuppers: Factory mitered and continuously welded.
 - 4. Splice Plates: Concealed, of same material, finish, and shape as fascia cover.
 - 5. Provide extenders fabricated from 0.050 gauge aluminum to match fascia material.
 - 6. Provide end closer as required by manufacturer to close parapet to metal edge transitions.
- B. Copings: Manufactured, in minimum 96-inch long, but not exceeding 144-inch long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners, fasten and seal watertight.
 - 1. Subject to compliance with requirements, provide Tremlock Coping
 - a. Aluminum: 0.050 inch thick.
 - b. Corners: Factory mitered and continuously welded.

- c. Scuppers: Factory mitered and continuously welded.
 - d. Splice Plates: Concealed, of same material, finish, and shape as fascia cover.
 - e. Provide extenders fabricated from 0.050 gauge aluminum to match fascia material.
 - f. Provide end closer as required by manufacturer to close parapet to metal edge transitions.
 - g. Color: Kynar finished with color fading warranty. Color as directed by architect.
- C. Counterflashing: Fabricate from the following materials:
- 1. Aluminum: 0.032 inch
- D. Roof-Penetrations & Pitch Pockets: Fabricate from the following materials:
- 1. Box - Copper: 16 oz./sq. ft. thick.
 - 2. Flange – Lead - 4lb. soft rolled. (30" x 30")
- E. Roof-Drain Flashing: Fabricate from the following materials:
- 1. 4lb. soft rolled lead. (30" x 30")

2.8 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Equipment Support Flashing: Fabricate from the following materials:
- 1. Stainless Steel: 0.019 inch thick.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
- 1. Verify compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 - 3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

- A. **Self-Adhering Sheet Underlayment:** Install self-adhering sheet underlayment, wrinkle free. Prime substrate if recommended by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps and edges with roller. Cover underlayment within 14 days.

3.3 INSTALLATION, GENERAL

- A. **General:** Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 3. Space cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 - 4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
 - 5. Torch cutting of sheet metal flashing and trim is not permitted.
 - 6. Do not use graphite pencils to mark metal surfaces.
- B. **Metal Protection:** Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
 - 1. **Underlayment:** Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. **Fasteners:** Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- D. **Conceal fasteners and expansion provisions** where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

E. Seal joints as required for watertight construction.

1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F , set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work.

1. Do not solder metallic-coated steel and aluminum sheet.
2. Do not use torches for soldering.
3. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
4. Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering. Comply with solder manufacturer's recommended methods for cleaning and neutralization.
5. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.
6. Copper-Clad Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for copper-clad stainless steel.

G. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

3.4 ROOF-DRAINAGE SYSTEM INSTALLATION

- A. General:** Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Hanging Gutters:** Join sections with joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchor them in position. Provide end closures and seal watertight with sealant. Slope to downspouts.
1. Fasten gutter spacers to front and back of gutter.
 2. Anchor and loosely lock back edge of gutter to continuous cleat eave or apron flashing.

3. Anchor gutter with gutter brackets straps spaced not more than 24 inches apart to roof deck, unless otherwise indicated, and loosely lock to front gutter bead.
 4. Anchor gutter with spikes and ferrules spaced not more than 24 inches apart.
 5. Install gutter with expansion joints at locations indicated, but not exceeding, 50 feet apart. Install expansion-joint caps.
- C. Downspouts: Join sections with 1-1/2-inch telescoping joints.
1. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately 60 inches o.c.
 2. Provide elbows at base of downspout to direct water away from building.
 3. Connect downspouts to underground drainage system.
- D. Splash Pans: Install where downspouts discharge on low-slope roofs. Set in asphalt roofing cement compatible with the substrate.
- E. Parapet Scuppers: Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
1. Anchor scupper closure trim flange to exterior wall and solder to scupper.
 2. Loosely lock front edge of scupper with conductor head.
 3. Solder exterior wall scupper flanges into back of conductor head.
- F. Conductor Heads: Anchor securely to wall, with elevation of conductor head rim at minimum of 1 inch below scupper or gutter discharge.
- G. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints minimum of 4 inches in direction of water flow.

3.5 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for FM Approvals' listing for required windstorm classification.

- C. Copings: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated.
 - 1. Copings: Anchor to resist uplift and outward forces according to recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for specified FM Approvals' listing for required windstorm classification.
- D. Pipe or Post Counterflashing: Sweat-solder all pitch-pocket boxes and caps. Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten. Sweat-solder perimeter of cap to box.
- E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints minimum of 4 inches. Secure in waterproof manner by means of snap-in installation and sealant or lead wedges and sealant unless otherwise indicated.
- F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

3.6 MISCELLANEOUS FLASHING INSTALLATION

- A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

3.7 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.

- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

SECTION 10290

BIRD CONTROL

PART 1- GENERAL

1.1 SUMMARY

1. Design Requirements: Select appropriate size and system as determined by site conditions to prevent birds from landing and roosting on specified surfaces.

- 1. Control devices and associated wiring and connections for the work of this Section.**

1.2 QUALITY ASSURANCE

- 1. Single Source Responsibility:** Furnish products from one manufacturer for entire project.
- 2. Obtain all technical information from the manufacturer.**
- 3. Utilize Authorized installers who are knowledgeable in Bird-control product installations.**
- 4. Installer shall visit the site to gather all information on existing site conditions.**

1.3 SUBMITTALS

- 1. Product Data:** Submit manufacturer's descriptive literature and product specifications for each product including catalogs, installation instructions other descriptive material.
- 2. Provide Warranty on Material and Installation.**
- 3. Provide samples of each type of spike excluding proposed fastening methods.**
- 4. Provide statement by official indicating that they are a certified installation company.**

1.4 PRODUCT HANDLING

- 1. Protect Bird-Control products from damage before, during and after the installation.**

1.5 PROJECT CONDITONS

- 1. Coordination:** Furnish samples of system(s) so installation can be coordinated with existing conditions and within on-site conditions.
- 2. Visit site and field measure prior to fabrication and delivery of materials.**

1.6 WARRANTY

1. Non Electrified

1. Product shall carry a minimum 5-year guarantee against U.V. breakdown.

PART 2- PRODUCTS

2.1 MANUFACTURER

1. Nixalite of America Inc.
1025 16th Avenue
East Moline, IL 61244-1424
Ph: 888-624-1189
Fax: 888-624-1196
2. Bird-B-Gone, Inc.
Bird Spike 2000TM
23918 Skyline
Mission Viejo, CA 92692
Tel: 800-392-6915 or 949-472-3122
Fax: 949-472-3116
3. Approved Equal

2.2 PRODUCT DESCRIPTION

1. Model Designation:
 1. Perimeter of Roof and all other applications
 - A. Standard Seagull resistant Bird Control

2.3 MATERIALS

1. Material: U.V. Stabilized Polycarbonate. Heat and weather resistant (+310 Deg. F. to —200 Deg. F.) Stainless Steel Rods.
 1. Construction: Rigid.
 2. Adaptation: Tin snips, hacksaw, etc. can be used to cut/adapt the product to desired length.
 3. Metal: Provide self-drilling stainless steel screws with resilient washers for fastening.

2.4 MOUNTING SYSTEMS

1. Steel, Brick, Stone or Concrete: Use an outdoor construction adhesive that is not silicone based. Purchase from the manufacturer

or call for recommended adhesives. If mounting surface warrants, screw or bolt down Bird Control in conjunction with using the adhesive.

PART 3- EXECUTION

3.1 EXAMINATION

1. Examine the installation area and note any detrimental or hazardous work conditions. Notify contracting officer or inspector of the detrimental work conditions.
2. Do not proceed with installation until conditions are correct.

3.2 SURFACE PREPARATION

1. Surface should be thoroughly cleaned and free of bird droppings, nesting materials, rust, peeling paint or other debris.
2. Remove or repair articles that may damage Bird Control after installation, including overhanging foliage, brush and loose parts on the structure.

3.3 INSTALLATION

1. Install Bird Control as recommended by the manufacturer.
2. Bird Control should be installed correctly, covering the entire depth of the surface, not just the perimeter.
3. Follow the contours and angles closely: cut or break away to fit properly.
4. Space materials in accordance with manufacturer's recommendations.
5. Install with appropriate anchors or fasteners for each substrate.
6. Install warning decals on windows where electrified wire is on ledge outside.

3.4 INSPECTION

1. Visually inspect Bird Control for any signs of poor installation, including loose screws, fasteners and un-removed debris.
1. Immediately correct and repair as necessary.

PART 4 - COMPENSATION

4.1 MEASUREMENT AND PAYMENT

1. The work under this section will not be measured or paid for separately, but the cost hereof shall be included in C10-000-001.0, Bird Control.

END OF SECTION

SECTION 15160
STORM DRAINAGE PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Roof drains.
 - 2. Cleanout repair and pipe flushing.

1.2 REFERENCES

- A. American Society of Mechanical Engineers:
 - 1. ASME A112.21.2M - Roof Drains.

1.3 SUBMITTALS

- A. Submit manufacturer's product data in accordance with the General Provisions.
- B. Shop Drawings: Indicate sizes and quantity of roof drain sumps.
- C. Product Data:
 - 1. Storm Drainage Specialties: Submit manufacturers catalog information, component sizes, rough-in requirements, service sizes, and finishes.
- D. Manufacturer's Installation Instructions: Submit installation instructions for material and equipment.

1.4 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.5 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 ROOF DRAINS

- A. Manufacturers:**
 - 1. Josam.
 - 2. Zurn.
 - 3. J.R. Smith Co.
- B. Roof Drain (RD-1):**
 - 1. Assembly: ASME A112.21.2M.
 - 2. Body: Galvanized cast iron with sump Josam Series 21500 or approved equal.
 - 3. Strainer: Removable cast iron dome with vandal proof screws.
 - 4. Accessories: Coordinate with roofing type, :
 - a. Membrane flange and membrane clamp with integral gravel stop.
 - b. Adjustable under deck clamp.
 - c. Roof sump receiver.
 - d. Waterproofing flange.
 - e. Controlled flow weir.
 - f. Leveling frame.
 - g. Adjustable extension sleeve for roof insulation.
 - h. Perforated or slotted ballast guard extension for inverted roof.

2.2 CLEANOUTS

- A. Exterior drainage pipes:** Repair damaged cleanouts to match existing.
- B. Platform accessible cleanouts:** Repair damaged cleanouts to match existing.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that all existing roofing materials are removed and ballast is relocated prior to roof drain installation.**

3.2 FIELD QUALITY CONTROL

- A. Cleanout all existing storm drainage lines with mechanical devices. Clean drains and drain piping from drain to five feet out of building perimeter.**

- B. Test storm drainage piping system in accordance with applicable authority having jurisdiction. Flush all piping after cleaning process is complete.

PART 4 - COMPENSATION

4.1 MEASUREMENT AND PAYMENT

- A. The work under this section will not be measured or paid for separately, but the cost here of shall be included in the section C15-001-001.0, Storm Drainage Piping.

END OF SECTION

**SPECIAL PROVISIONS
FOR THE
ORANGE ANNEX ROOF REPLACEMENT
SEALED BID NO. 15-015X**

SP.1 COMMUNICATIONS WITH NJ TRANSIT

Add the following to Section II, Instructions to Bidders for Construction, Sub-Article B.2:

All inquiries and request for clarifications, except as noted in S.P.3 below: shall be submitted to NJ TRANSIT's Procurement Department to the attention of:

Ms. Shelley D. Harris
Principal Contract Specialist
Office: (973) 491-7538
Fax: (973) 491-7854
sharris@nitransit.com

SP.2 PREQUALIFICATION OF BIDDERS (C.2)

Supplement Article C.2 of NJ TRANSIT's Instructions to Bidders for Construction by adding the following:

Contractors must be prequalified for Building Construction (BC), General Contractor (GC) with a specialty in roofing, for an amount equal to or exceeding the bid amount. NJ TRANSIT suggests a minimum rating of "I" \$1,000,001 to \$2,000,000.

The paper original of the completed Prequalification Questionnaire and photocopies of all supporting documents shall be submitted by **Wednesday, January 14, 2015** to:

Ms. Shelley D. Harris
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105
RE: IFB No. 15-015X
Prequalification Documents

SP.3 DESCRIPTION OF WORK

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

1.18 Description of Work

NJ TRANSIT plans to repair the roof at Orange Annex Bus Facility, in Orange,NJ.

The work for this contract generally consists of furnishing all labor, materials, equipment, tools and incidentals necessary to construct and complete the project as identified in the plans and specifications, including, but not limited to, the following:

- 1) Selective demolition work
- 2) Install Roof System
- 3) Clean Out Drains
- 4) Install new roof drains and coping with Bird control.
- 5) Cleanup and demobilization.

SP.4 ABBREVIATIONS AND DEFINITIONS

Modify the definition of Construction Manager found in Appendix A to read as follows:

Construction Manager – The authorized representative of NJ TRANSIT who provides construction management services to the project and is the point of contact for NJ TRANSIT.

SP.5 PERMITS, LAWS, AND REGULATIONS

Add the following as a new subarticle 1.6.10 of the General Provisions for Construction:

1.6.10 It shall be the Contractor's responsibility to familiarize itself with the DCA and DCA approval process. The Contractor shall incorporate anticipated DCA inspections in the Project Schedule.

The Contractor further recognizes the necessity to schedule construction sub-code 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 scheduled inspections may be canceled by the DCA or other agencies without warning.

SP.6 TIME OF COMPLETION - DELAY - LIQUIDATED DAMAGES

Add the following to Article 2.1.1 of the General Provisions for Construction:

The time of completion for the Project shall be one hundred and twenty (120) calendar days after the effective date of Notice to Proceed.

Add the following to Article 2.1.2 of the General Provisions for Construction:

The Contractor shall pay to NJ TRANSIT the amount of \$1,600 per day as liquidated damages for each calendar day delay in completing the work beyond the stated time of completion.

SP.7 USE OF PREMISES

Add the following to General Provision 4.2 to read as follows:

The Orange Annex is an active NJ Transit facility. The contractor shall maintain all current operations during construction, including but not limited to access to staff, parking and operational functionality of the facility. Any request for modifications to any operation currently used at the facility is subject to NJ Transit approval. All requests to modify operations are to be in writing with a thirty day (30) review period. Any requests denied shall not be the basis for additional time or compensation to the contract.

SP.8 PROTECTION AGAINST DAMAGE

Add the following as new subarticle 4.5.8 of the General Provisions for Construction:

4.5.8 The Contractor shall provide equipment cut sheets and plans for equipment locations, and swings, and signed and sealed calculations by a licensed NJ Professional Engineer for the use of cranes.

SP.9 MAINTENANCE OF MARINE TRAFFIC

Delete Article 4.10 of the General Provisions for Construction in its entirety.

SP.10 MAINTENANCE OF RAILROAD TRAFFIC

Delete Article 4.11.1 of the General Provisions for Construction in its entirety.

SP.11 ARTS IN TRANSIT

Delete Article 4.13.5 of the General Provisions for Construction in its entirety.

SP.12 FIELD OFFICE AND SANITARY FACILITIES

Add the following to the end of Subarticle 5.2.7:

8. Provide necessary office supplies (as determined by NJ TRANSIT) paid for in the Field Office allowance item.

Delete the last paragraph of Article 5.2.9.

SP.13 CONSTRUCTION PROGRESS SCHEDULE

Add the following as new subarticle 6.2.16 of the General Provisions for Construction:

- 6.2.16 The Detailed Baseline Project Schedule shall identify all long-lead items essential to the major components of the project, indicating the projected duration for the submittal, approval and fabrication for each item. Upon review of the schedule, if in the view of NJ TRANSIT there are essential items that are not reflected in the schedule as long-lead items, the Contractor should be advised of such and include those items in a resubmittal of the Detailed Project Schedule.

Once the Detailed Baseline Project Schedule has been approved, the original duration indicated for the submittal, approval and fabrication of all long-lead items shall not change without an explanation supporting the change in the narrative report, and the approval of the changes by NJ TRANSIT.

SP.14 PRODUCT AND EQUIPMENT SUBMITTALS

Replace Article 6.7.1 of the General Provisions for Construction with the following:

For approval of alternate products and equipment (approved equals or substitutions), the Contractor shall notify the Construction Manager in writing of the names of manufacturers, products, and equipment. The Construction Manager may reject products or installed equipment not in conformance with the Contract Documents. The Contractor shall properly submit complete identifying information, note whether the item is included in the Technical Specifications and state Technical Specifications Section and Paragraph. All requests for approval of alternate products and equipment (approved equals or substitutions) shall comply with the provisions of Sub-Articles 6.7.3 or 6.7.4, as applicable. The Contractor must allow a 30 day review by NJ TRANSIT for each request. No additional time will be added to the contract schedule for this review.

Add the following new paragraph to the end of Article 6.7.2.1 of the General Provisions for Construction:

Where the manufacturer's equipment model number is specified, but is unavailable due to being discontinued or replaced, an equivalent or upgraded model from the same manufacturer shall be specified. The contractor shall submit an analysis of the proposed product versus the specified product for NJ Transit approval. That model shall be provided at no additional cost to NJ TRANSIT, and will be considered as part of the contractor's original bid and shall not be the basis of a claim for additional compensation or delay. NJ TRANSIT shall be the sole judge as to whether a model is equivalent or better.

SP.15 CONSTRUCTION LAYOUT

Delete Article 6.10 of the General Provisions for Construction in its entirety

SP.16 MATERIALS-WORKMANSHIP-LABOR

Supplement Article 7.2.5 of the General Provisions for Construction with the following:

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

SP.17 INSPECTION OF WORK

Add the following to the end of Article 7.3.1:

The Contractor is responsible for arranging for timely inspections by the NJDCA and notifying the Construction Manager of the time and date of same.

SP.18 INSURANCE

Add the following to the end of subarticle 9.2.3:

The policy shall include coverage for replacement cost of any/all property damage arising out of work performed pursuant to this contract including but not limited to the NJTPD Driving Simulator and Fire Arms Training Simulator.

The policy shall also include coverage both certified and non-certified acts of terrorism.

SP.19 NEW JERSEY PREVAILING WAGE ACT (11.1.1)

In accordance with Section IV, General Provisions for Construction, Sub-Article 11.1.1, attached is the New Jersey Department of Labor Prevailing Wage Rate Determination applicable for the Project (**Attachment A**).

SP.20 DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL ASSIGNMENT (11.3)

As an aid in meeting its commitment to its Disadvantaged Business Enterprise (DBE) Program, NJ TRANSIT has assigned a **Race Conscious 15%** DBE goal on the gross sum amount of the bid or Contract value for DBE subcontracting participation. All NJ Unified Certification Program (NJUCP) certified DBE firms, including suppliers, are eligible to participate in this contract.

NJ TRANSIT's DBE Program shall be accorded the same priority as compliance with all other legal obligations required by NJ TRANSIT and the USDOT. Contractors shall comply with the DBE requirements in the award and administration of NJ TRANSIT contracts. Failure by the Contractor to carry out these requirements shall constitute a breach of the contract, which may result in the termination of the contract or other such remedy, as NJ TRANSIT deems appropriate.

The Contractor shall refer to the DBE requirements for Federally Funded Construction Contracts and Subcontracts included in the IFB for the requirements concerning the DBE obligations and mandatory submissions (**Attachment B**) for this contract. In accordance with those requirements, the Contractor shall identify all DBE and Non-DBE subcontractors and suppliers proposed to participate in or solicited for this contract. The two apparent low bidders shall complete and submit the mandatory required forms (A, A1, A2, B and NJUCP DBE letter) and any applicable supplemental forms (AA, AA1, AA@, BB) with their bids or within seven (7) calendar days of the bid opening date. Contractors are strongly encouraged to submit these forms with the bid to prevent delay of award. These mandatory required forms shall be completed entirely with no blank fields. Any questions regarding the DBE requirements or the mandatory required forms for this contract should be directed to:

Ms. Jacquelin Rush-Gilbert
Senior Contract Compliance Specialist
(973) 491-8061
jrush-gilbert@njtransit.com

SP. 21 EMPLOYEE PROTECTIONS – CONSTRUCTION ACTIVITIES (14.1)

Supplement Article 14.1 of the General Provisions for Construction by adding the following:

**Attachment C – Federal General Wage Determination for Essex County , New Jersey .
(9 pages).**

**SP. 22 NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF
WINNING PROPOSAL AND CONTRACT DOCUMENTS**

Add the following as New Article E.10 of the Instruction to Bidders for Construction:

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

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

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

The apparent low bidder and the second low bidder may designate specific information as not subject to disclosure.

However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its bid (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. Accordingly the apparent low bidder and the second low bidder must, if necessary, notify NJ TRANSIT in writing, in care of the Contract Specialist, within seven (7) calendar days of the date for receipt of bids identifying the location in the bid of any such designation and a redacted copy of the proposal should be provided.

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

END OF SECTION

IFB No. 15 - 015X

**ORANGE ANNEX ROOF REPLACEMENT
ORANGE, NJ**

ATTACHMENT A

**DBE REQUIREMENTS FOR RACE CONSCIOUS FEDERAL
PROCUREMENT ACTIVITIES**

Procurement Staff Checklist (for federal contracts)

Upon completion of the Required and/or Supplemental Forms packet(s), please be sure that the completed checklist and the forms listed below are included for each DBE subcontractor listed on the Form A and submitted to the Office of Business Development (OBD) for review.

Note: Failure to complete and submit the forms below will delay the OBD from issuing approval to move forward in the contract award process.

Required Forms

- ☐ Form A - First Tier DBE Utilization
- ☐ Form A1 - Bidder/Proposer Solicitation and Contractor Information
- ☐ Form A2 - Non-DBE Sub Utilization
- ☐ Form B - Intent to Perform as a DBE Sub
- ☐ Form D - DBE Good Faith Effort Form
- ☐ Trucking Commitment Agreement (if applicable)
- ☐ Copy of NJUCP DBE and NAICS Code Certification

Supplemental Forms (if applicable)

- ☐ Form AA - Second Tier DBE Utilization
- ☐ Form AA1 - Second Tier Bidder/Proposer Solicitation and Contractor Information
- ☐ Form AA2 - Second Tier Non-DBE Sub Utilization
- ☐ Form BB - Intent to Perform as a Second Tier DBE Sub
- ☐ Trucking Commitment Agreement (if applicable)
- ☐ Copy of NJUCP DBE and NAICS Code Certification

**NJ TRANSIT'S DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
POLICY STATEMENT**

TO ALL NJ TRANSIT EMPLOYEES AND THE CONTRACTING COMMUNITY:

The NEW JERSEY TRANSIT CORPORATION (NJ TRANSIT) administers its Disadvantaged Business Enterprise (DBE) Program in accordance with the U.S. Department of Transportation (USDOT) regulation 49 CFR Part 26, and hereby reaffirms and formalizes its commitment to the DBE Program, and its objective: to create a "level playing field" in NJ TRANSIT's procurement activities.

As a major provider of public transportation with thousands of employees who have extensive daily contact with the public, NJ TRANSIT recognizes its responsibility to the community that it serves. It is the policy and commitment of NJ TRANSIT not to discriminate based on race, color, national origin, or sex in the award and performance of any NJ TRANSIT contract or in the administration of its DBE Program. It is also the policy of NJ TRANSIT to ensure that DBEs have a fair opportunity to be informed about, compete for, and participate in USDOT-assisted contracts.

In keeping with this commitment and this agency's obligations under 49 CFR Part 26, NJ TRANSIT will make every effort to achieve the following objectives:

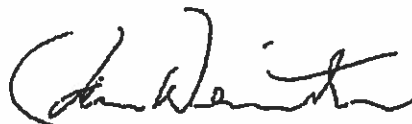
- Ensure that only firms that fully meet eligibility standards of 49 CFR Part 26 are permitted to participate as DBEs on NJ TRANSIT contracts;
- Remove barriers that may prevent some DBEs from being able to participate on NJ TRANSIT contracts; and,
- Support the development of DBE firms, so they can compete successfully in the marketplace outside of the DBE Program.

Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations required by the USDOT. Contractors/consultants shall comply with the DBE Program requirements in the award and administration of NJ TRANSIT contracts. Failure by the contractor/consultant to carry out these requirements shall constitute a breach of the contract, which could result in the termination of the contract or other such remedy, as NJ TRANSIT deems appropriate.

The VP of the Office of Civil Rights & Diversity Programs is the Disadvantaged Business Enterprise Liaison Officer (DBELO) for NJ TRANSIT and is responsible for implementing all aspects of NJ TRANSIT's DBE program and ensuring appropriate DBE participation in NJ TRANSIT's procurement activities.

NJ TRANSIT'S Board of Directors is committed to the DBE Program. All Assistant Executive Directors, General Managers, Chiefs, and their staff, and DBE and non-DBE business communities that participate in USDOT-assisted contracts all share in the responsibility for making NJ TRANSIT's DBE Program a success. This policy is disseminated to all tiers of our organization, and to the DBE and non-DBE business communities that participate in our USDOT-assisted contracts.

Date: 1/30/2013



James Weinstein
Executive Director

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Joseph D. Bertonl, Acting Board Chairman
Veronique Hakim, Executive Director



One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

ANNOUNCEMENT CHANGE IN POLICY (PROOF OF DBE CERTIFICATION)

TO ALL EMPLOYEES AND CONTRACTING COMMUNITY

Effective September 1, 2014, the New Jersey Unified Certification Program (NJUCP) partners will no longer issue certificates as proof of DBE certification. The certifying partners (NJDOT, PANY/NJ and NJT) will continue to issue certification letters to firms, which include the North American Industry Classification System (NAICS) codes assigned to the firm based on the business activities or services it renders. The DBE firm should retain the letter as proof of DBE certification. Bidders shall request this letter from the DBE firm(s) and submit with all other required documents in the Bid or Proposal.

If you have any questions pertaining to this change please contact Ms. Lisa-Marie Codrington, Director of Contract Compliance at (973) 491-8941 or Mr. L. A. Hernández, Manager, Certification and Outreach at (973) 491-7530.

NEW JERSEY TRANSIT CORPORATION
DBE REQUIREMENTS FOR
RACE-CONSCIOUS
FEDERAL PROCUREMENT ACTIVITIES

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**NEW JERSEY TRANSIT CORPORATION
DBE REQUIREMENTS FOR
RACE-CONSCIOUS
FEDERAL PROCUREMENT ACTIVITIES**

The following pages provide Bidders/Proposers/Primes on federal contracts with New Jersey Transit (NJT), information about NJT's Disadvantaged Business Enterprise (DBE) Program, administered by the Office of Business Development (OBD). Prospective Bidders/Proposers/Primes will have an opportunity to ask questions regarding the directives contained in the DBE specifications at the pre-bid/pre-proposal conference(s). Further clarification of the DBE specifications, along with assistance in completing the forms, can be obtained by calling (973) 491-7593.

A list of certified DBE firms may be found in the NJ Unified Certification Program (NJUCP) Directory at www.njucp.net. **Note: Use of this list does not relieve the Bidder/Proposer/Prime contractor/consultant of responsibility to seek DBE participation from other sources. The list is updated daily and must be checked periodically, as firms are certified and decertified daily.**

These DBE specifications are a part of the Contract and shall be binding upon the successful Bidder/Proposer and Prime in the pre and post-award stages of NJT professional services, construction, and goods and services contracts. These specifications shall be binding upon sub-recipients and imposed on their contractors.

1.1 POLICY

As defined in the U.S. Department of Transportation (USDOT) Regulation 49 CFR Part 26, it is the policy of NJT that Disadvantaged Business Enterprises shall have the opportunity to compete for and participate in the performance of contracts financed in whole or in part with federal funds. Each subcontract a Prime signs with a subcontractor/subconsultant must include the following assurance referenced in article 1.2.

1.2 ASSURANCE

- 1.2.1 The Prime contractor/consultant, or subcontractor/subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Prime contractor/consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor/consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate (49 CFR 26.13).
- 1.2.2 This language is included to comply with relevant Federal law and to ensure that all persons who enter into any direct or indirect form of contractual agreement with NJT are aware of their responsibilities and the commitment of NJT to see that NJT's DBE Policy is carried out in all instances.

1.3 DBE GOAL FOR THIS PROJECT

As an aid in meeting the commitment of its DBE Program, NJT is setting a *race conscious* goal of awarding 15 percent of the gross sum bid/proposal to certified NJUCP DBE firms. Should the actual contract amount increase or decrease, through approved change order(s), the assigned goal may remain. The OBD will determine if the change orders and/or contract phases will result in an adjustment to the DBE participation goal.

1.4 GUIDANCE TO BIDDER/PROPOSERS/PRIMES

- 1.4.1 Failure by a Bidder/Proposer/Prime to comply with any of the requirements contained herein shall result in breach of contract and it shall be subject to the appropriate penalties, remedies, or liquidated damage(s). Refer to articles 5.6-5.7
- 1.4.2 All required forms, including the supplemental section (see articles 2.3-2.4) must be submitted in accordance with the requirements. **Firms must be certified under the NJUCP at the time of contract award in order to obtain DBE credit toward the goal.**
- 1.4.3 Price alone is not an acceptable basis for rejecting a DBE subcontractor/subconsultant's bid.
- 1.4.4 The Bidder/Proposer/Prime shall, at a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors/subconsultants. However, the Bidder/Proposer/Prime may be required to expand its search under specific circumstances as determined by OBD. Refer to article 2.0
- 1.4.5 Agreements between a Bidder/Proposer/Prime and a DBE in which the DBE promises not to provide subcontracting quotations to other Bidder/Proposers are prohibited.
- 1.4.6 The desire of a Bidder/Proposer/Prime to self-perform the work of a contract with its own organization is not an acceptable basis to not meet the goal or demonstrate a good faith effort to do so.
- 1.4.7 The Bidder/Proposer/Prime is responsible for verifying that the DBE is certified under the appropriate NAICS code for the scope of work identified. DBE credit shall be given only for work performed in the NAICS code(s) under which the DBE is certified.
- 1.4.8 A DBE firm listed on the First-Tier DBE Utilization Form (Form A) shall constitute a binding representation to NJT, by the Bidder/Proposer/Prime, that the DBE firm is qualified, available, and certified under the appropriate and required NAICS code to perform the scope of work identified. Refer to article 2.5a

1.5 TRANSIT VEHICLE MANUFACTURERS (TVM)

- 1.5.1 As a transit vehicle manufacturer, you must establish and submit for FTA's approval an annual overall DBE percentage goal. A TVM must certify that it submitted the annual DBE goal required by 49 CFR 26.49 and FTA has approved it or not disapproved it.
 - (a) As a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, the Bidder/Proposer must complete and submit the TVM Certification form with the bid/proposal certifying that it has complied with the requirements of 49 CFR 26.49.
- 1.5.2 NJT may, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit

vehicles in lieu of complying with the procedures of this section.

1.6 RESPONSIBLE BID/PROPOSAL CRITERIA

- 1.6.1 As a matter of responsibility, the two lowest Bidders or two highest ranked Proposers must submit the required forms, including the supplemental section (if applicable), with the bid/proposal or within seven (7) days after the bid opening or proposal due date. *NJT may grant a formal written request to extend this 7-day requirement at its sole discretion on a case-by-case basis.*
- 1.6.2 Failure to satisfactorily complete or submit all required forms when due may result in determination by NJT that the Bidder/Proposer is non-responsible and may cause rejection of the bid or proposal.
- 1.6.3 If the two lowest Bidders/highest ranked Proposers submit the DBE forms, but fail to meet the DBE goal, the OBD will consider the efforts made to determine if a Bidder/Proposer/Prime has in fact, demonstrated a good faith effort. **See article 2.0**
- 1.6.4 If it is determined that efforts were made to include DBE participation on the contract, however these efforts did not result in meeting the goal, NJT may request that additional efforts be made within 10 business days of the request. If at this time the Bidder/Proposer fails to demonstrate a good faith effort to achieve the goal, NJT shall consider awarding the contract to the next lowest bidder or highest ranked proposer who offers a reasonable price and meets the DBE goal or demonstrates a good faith effort and other bid requirements or requirements of 49 CFR Part 26.

2. GUIDANCE ON A GOOD FAITH EFFORT

- 2.1 To demonstrate a good faith effort to meet the DBE goal, a Bidder/Proposer/Prime shall provide written documentation in addition to Form D (article 2.3e), of the steps it has taken, prior to the bid opening/proposal due date, or during the life of the contract to obtain DBE participation. **The Bidder/Proposer/Prime can meet this requirement in either of two ways:**
 - (1) The Bidder/ Proposer/Prime can meet the goal.
 - (2) The Bidder/Proposer/Prime shall exhaust the available options referenced in **article 2.2** in making a continuous good faith effort to meet the assigned contract goal for the life of the contract.
- (a) The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.
- (b) In determining a good faith effort, the OBD will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Proposer/Prime has made. Mere *pro forma* efforts will not be considered as demonstration of good faith effort to meet the DBE contract requirements.
- (c) The Bidder/Proposer/Prime shall use good business judgment and consider a number of factors in negotiating with subcontractors/subconsultants, including DBE subcontractors/ subconsultants, and should take a firm's price and capabilities as well as contract goals into consideration. **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/Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable as determined by NJT. Primes are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.**

- (d) The Bidder/Proposer/Prime's ability or desire to perform the work of a contract with its own organization (self-performance) does not relieve the Bidder/Proposer/Prime of the responsibility to meet the goal or demonstrate a good faith effort.
- (e) The Bidder/Proposer/Prime shall not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder/Proposer/Prime's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder/Proposer/Prime's efforts to meet the assigned project goal.
- (f) The OBD will support the Bidder/Proposer/Prime in identifying ways to meet the assigned contract goal.

2.2 A GOOD FAITH EFFORT

The following is a list of actions that NJT will consider as evidence of a Bidder/Proposer/Prime's good faith effort to obtain DBE participation. While exhausting the available options in this list may count as a good faith effort, this list is not intended to be a mandatory checklist, nor is this list intended to be exclusive or exhaustive of all the efforts a Bidder/Proposer/Prime might make to achieve the assigned DBE goal. NJT may require a Bidder/Proposer/Prime to take action above and beyond those listed below to meet the assigned DBE goal.

- (a) The Bidder/Proposer/Prime shall solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capacity to perform the work of the contract.
 - (1) The Bidder/Proposer/Prime must solicit this interest within sufficient time to allow the DBE to respond to the solicitation.
 - (2) The Bidder/Proposer/Prime must take appropriate steps to follow up on initial solicitations in order to determine with certainty if the DBE firms are interested.
- (b) The Bidder/Proposer/Prime shall select 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 to facilitate DBE participation, even when the Prime might otherwise prefer to perform these work items with its own forces.
- (c) The Bidder/Proposer/Prime shall provide 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.
- (d) The Bidder/Proposer/Prime shall negotiate with a DBE(s) with the intent to enter into a contract. It is the Bidder/Proposer's responsibility to make a portion of the work available to DBE subcontractors/subconsultants and suppliers and to select those portions of the work or material needs consistent with the available DBE Primes and suppliers, so as to facilitate DBE participation.
 - (1) **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.
- (e) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining bonding, lines of credit, or

insurance as required by NJT or the Prime contractor.

- (f) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (g) The Bidder/Proposer/Prime shall effectively use the services of available minority/women community organizations; minority/women Prime 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.

2.3 REQUIRED FORMS

- (a) **Form A - First Tier DBE Utilization:** Lists all First Tier DBE firms scheduled to participate on this contract.
- (b) **Form A1 - Bidder/Proposer Solicitation and Contractor Information:** Lists all DBE and Non-DBE sub contractor/subconsultants, including suppliers, solicited for, and participating on this contract.
- (c) **Form A2- Non-DBE Sub Utilization:** Lists all DBE and Non-DBE subcontractors/ subconsultants, including suppliers, participating on this contract.
- (d) **Form B - Intent to Perform as a DBE Sub:** Identifies the work the 1st Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) **DBE Good Faith Effort Form (if applicable):** Identifies any DBE subcontractor invited to quote, but declined to do so for any reason.
- (f) **Trucking Commitment Agreement (if applicable):** Identifies all trucking firms (DBE and Non-DBE) participating on this contract, at any tier.
- (g) **NJ UCP DBE Certification & NAICS Code Verification:** Confirms the DBE status and NAICS code(s) of each First Tier DBE subcontractor/subconsultant.
- (h) ***Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher (Post-Award):** Records monthly payments issued to each DBE subcontractor/subconsultant/supplier and monthly payments issued by NJ TRANSIT to the Prime. Certifies that DBE subs have been paid for previous month's invoices.
- (i) **Form E2 – DBE's Monthly Payment Report (Post-Award):** Records monthly invoices submitted by the DBE, payments owed to the DBE on past due invoices and payments received from the prime by each DBE subcontractor/subconsultant.
- (j) **Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only):** Records monthly payments issued to each DBE Prime by NJ TRANSIT to.

**This form is due from the Prime in each month following the notice to proceed issued by NJ TRANSIT. Refer to article 5.2.4*

2.4 SUPPLEMENTAL REQUIRED FORMS (IF APPLICABLE)

- (a) **Form AA – Second Tier DBE Utilization:** Lists all Second Tier DBE firms scheduled to participate on the

DBE sub-Prime's contract.

- (b) **Form AA1 – Second Tier Bidder/Proposer Solicitation and Contractor Information:** Lists all Second Tier DBE firms participating on this contract as indicated on Form AA and Form AA2.
- (c) **Form AA2- Second Tier Non-DBE Sub Utilization:** Lists all DBE and Non-DBE firms including suppliers participating on the DBE sub-Prime's contract.
- (d) **Form BB - Intent to Perform as a Second Tier DBE Sub:** Identifies the work the 2nd Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) **NJ UCP DBE Certification & NAICS Code Verification:** Confirms the DBE status and NAICS code(s) of each Second Tier DBE subcontractor/subconsultant.

2.5 INSTRUCTIONS FOR COMPLETING REQUIRED FORMS (see glossary for definition of terms)

(a) **Form A - First Tier DBE Utilization:**

Form A is a formal agreement between the Bidder/Proposer and the DBE(s). Replacement/removal of DBE subcontractors/subconsultants/supplier identified on Form A is prohibited after the bid or proposal is submitted to NJT. Refer to article 4.3. A DBE Bidder/Proposer, which lists itself on Form A, is committed to performing the work indicated with its own personnel.

DBEs performing as second tier sub(s) to a non-DBE sub Prime should be listed with the name of the non-DBE sub Prime's firm name in parenthesis next to the DBE sub's name. (Ex: DBE Electric Co. (Prime Contractor, Inc.))

(1) A first Tier DBE is required to perform at least 51% of its subcontract value with its own forces. Bidders/Proposers/Primes will not receive any credit for DBEs performing less than 51% and therefore must not be listed on this form.

(2) For DBE suppliers, identify all manufacturers, regular dealers, and brokers. If a DBE supplier is a *manufacturer*, indicate the full value of its subcontract. If a DBE supplier is a *regular dealer*, show its total contract value multiplied by 60% (Ex. \$100K x 60% = \$60K). If a DBE supplier is *neither a manufacturer nor a dealer*, indicate the fee/commission only, not the cost of materials or supplies. See article 3.0 for direction on determining credit toward the goal.

(3) A detailed scope of work must be provided; one-word descriptions are not acceptable. (Ex. *Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton*).

(b) **Form A1 - Bidder/Proposer/Prime Solicitation and Contractor Information:**

The Bidder/Proposer must complete and submit page one (1). The DBE and non-DBE subcontractors/subconsultants, including suppliers, solicited for, participating on, or expressed interest in this contract must complete page two (2).

(c) **Form A2- Non-DBE Sub Utilization:**

Bidders/Proposers are required to report and submit all dollars committed to non-DBE subcontractors/subconsultants/suppliers. The non-DBE portion of work is not counted toward the assigned DBE goal. See article 3.0

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

(d) Form B - Intent to Perform as a First Tier DBE Sub:

Each DBE subcontractor/subconsultant/supplier listed on Form A must complete and sign Form B. **Note: The Bidder/Proposer/Prime is prohibited from completing any portion of the form and from directing DBE(s) to sign a blank form.**

(1) The Bidder/Proposer/Prime must provide interested DBEs with a copy of appropriate plans, specifications, and requirements of the contract in a timely manner to allow the DBE to prepare an appropriate price quote and submit on time.

(2) First Tier DBEs must perform at least 51% of the total dollar value of its subcontract, with its own forces. The firm must indicate the percentage of the total portion of work to be subcontracted to DBE and non-DBE firms. The non-DBE percentage of work is not counted toward the assigned goal.

(3) The OBD encourages DBE-to-DBE subcontracting in order to preserve DBE participation credit. See article 3.0

(4) The DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: *type of services provided, total number of units, price per unit, total cost, etc.*

(e) DBE Good Faith Effort: (If Applicable)

Form D applies to any Bidder/Proposer/Prime who failed to meet the assigned DBE goal. This form will assist the Bidder/Proposer/Prime in demonstrating a good faith effort.

If the DBE(s) solicited declines to sign this form, the completed form should be submitted with the Bidder/Proposer's signature only and the OBD will verify the information provided with the firm. Refer to articles 2.0-2.2 for guidance.

(f) Trucking Commitment Agreement: (If Applicable)

DBEs must provide information for all DBE and non-DBE trucking firms it will lease from or subcontract to. Subcontracting to a non-DBE trucker means that the non-DBE will perform a portion of the DBE firm's subcontract. Refer to article 3.4

The following documents must be attached for all trucks owned: copy of title(s)/finance agreement(s), registration card(s), insurance card(s), apportioned cab card(s) and/or hazardous material license(s) if applicable. A copy of the title or finance agreement is the only acceptable proof of ownership.

The following documents must be attached for all trucks leased: copy of lease agreement(s) established between both firms, title(s), registration card(s), insurance card(s), lease agreement(s), apportioned cab card(s) and/or hazardous material license(s) if applicable.

(g) **NJ UCP DBE Certification and NAICS Code Verification:**

All DBEs listed on Form A must be certified at the time of contract award. It is the Bidder/ Proposer's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will not be given for any work to be performed without the appropriate NAICS code. Status can be verified through www.njucp.net and www.census.gov/eos/www/naics/.

(h) **Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher:**

Beginning the month following the contract's notice to proceed, the Prime must report monthly payment activity for each DBE subcontractor/subconsultant/supplier; certifies each DBE sub has been paid any amounts due from previous or current progress payments paid to the Prime. (article 5.2.4)

All invoices 30 days past due from NJT must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

(i) **Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only)**

Beginning the subsequent month following the contract's execution date, the DBE Prime must report its monthly payments received by NJT. Refer to article 5.2.5.

All invoices 30 days past due from NJT must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

(j) **Form E2 – DBE's Monthly Payment Report:**

The Prime must provide a copy of the Form E2 to each DBE subcontractor/subconsultant/ supplier(s).

Beginning the subsequent month following the DBE's execution date, the DBE firm must report its monthly payment activity.

This report is due even if there is no payment activity. **This form must be completed and submitted by the DBE only** to the OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

All invoices 30 days past due must be listed in the appropriate field. Identify concerns or issues in the comments section to be addressed by the OBD. (Refer to article 5.2.6)

2.6 INSTRUCTIONS FOR COMPLETING SUPPLEMENTAL REQUIRED FORMS:

- (a) **Form AA – Second Tier DBE Utilization:** The Second Tier DBE must perform 100% of its subcontract with its own forces. A formal request to waive this requirement may be granted, solely at the discretion of the OBD;

however, approval is required.

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

(b) Form AA1 – Second Tier Bidder/Proposer Solicitation and Contractor Information:

The DBE sub-Prime must submit and complete **page one (1)**. Second Tier DBE(s) solicited for and participating on this contract must complete **page two (2)**.

(c) Form AA2- Second Tier Non-DBE Subcontractor Utilization:

DBE sub-Primes are required to report and submit all dollars committed to non-DBEs. The non-DBE portion of work is not counted toward DBE participation credit. **Refer to article 3.0**

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

(d) Form BB - Intent to Perform as a Second Tier DBE Subcontractor:

Each DBE firm listed on Form AA, must complete, and sign. **Only Second Tier DBE(s) must complete and sign this form.**

The Second Tier DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: type of services provided, total number of units, price per unit, total cost, etc

(e) NJ UCP DBE Certification & NAICS Code Verification:

All DBEs listed on Form AA must be certified at the time of contract award. It is the Bidder/Proposer/Prime's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will not be given for any work to be performed without the appropriate NAICS code. Status can be verified through www.njcup.net and www.census.gov/eos/www/naics/.

3.0 GUIDANCE ON COUNTING DBE PARTICIPATION

3.1 If a firm is not currently certified as a DBE in accordance with 49 CFR part 26 at the time of the execution of the contract, the firm's participation will not count toward the DBE goal.

3.1.1 A DBE performing less than 51% of its subcontract will not count toward the assigned goal and should not be listed on any forms.

3.1.2 When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBEs subcontractor/subconsultant is a DBE.

(a) Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE contract goal.

(b) When a DBE performs as a participant in a **joint venture with a Non-DBE**, count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

- (c) A DBE performs a *commercially useful function* when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved.

A DBE does not perform a *commercially useful function* if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

3.2 COUNTING DBE PARTICIPATION

3.2.1 When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted toward DBE goals.

- (a) The entire amount of that portion of a contract that is performed by the DBE's own forces is counted. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, as well as supplies purchased or equipment leased by the DBE (*except supplies and equipment the DBE subcontractor/subconsultant purchases or leases from the Prime contractor or its affiliate*).

3.2.2 The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, is counted toward DBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services by a DBE.

3.3 DBE PRIME CONTRACTOR GUIDANCE

3.3.1 If a **DBE Prime**, expenditures are counted toward DBE goals only if the DBE is performing a commercially useful function on that contract.

3.3.2 A DBE Prime must perform or be responsible at least 30% of the total cost of its contract with its own workforce.

3.3.3 If a DBE Prime does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce or subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, NJT will consider that it is not performing a commercially useful function and the DBE Prime shall be in breach of the contract and subject to the appropriate remedies and penalties. Refer to Articles 5.6-5.7

3.4 DBE TRUCKING FIRMS GUIDANCE

3.4.1 A DBE trucking firm is performing a commercially useful function if:

- (a) The DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there is not a contrived arrangement for the purpose of meeting DBE goals.
- (b) The DBE itself owns and operates at least one fully licensed, insured, and operational truck to be used on the contract.

3.4.2 The DBE 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.

3.5 LEASING TRUCKS

3.5.1 Leased trucks must display the name and identification number of the DBE.

3.5.2 The DBE may lease trucks from another DBE firm, including an owner-operator that is certified as a DBE.

The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

3.5.3 The DBE may also lease trucks from a non-DBE firm, including an owner-operator.

(a) The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.

3.5.4 For the purposes of this section (Leasing), a lease must indicate that the DBE has exclusive use of and control over the truck.

(a) This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.

3.6 COUNTING MATERIALS AND SUPPLIES

3.6.1 Expenditures with DBEs for materials or supplies are counted toward DBE goals as provided in the following:

(a) If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies are counted toward DBE goals.

(1) For purposes of this paragraph 3.6.1(a), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(b) If the materials or supplies are purchased from a DBE regular dealer, sixty percent (60%) of the cost of the materials or supplies is counted toward DBE goals.

(1) For purposes of this paragraph 3.6.1(b), a regular dealer is a firm that owns, operates, 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 the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(2) The firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(3) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(4) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph 3.6.1(b).

(c) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, only the entire amount of fees or commissions charged for assistance in the procurement of the

materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, is counted toward DBE goals, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar service. However, any portion of the cost of the materials and supplies themselves do not count toward DBE goals.

4.0 TERMINATION OF DBE(s)

- 4.1 The Bidder/Proposer/Prime shall not terminate for convenience, or any other reason, and then perform the work of the terminated subcontractor/subconsultant with its own forces (self-perform) or those of an affiliate without NJT's prior written consent. Refer to Article 4.3.

Submission of all REQUIRED FORMS is mandatory for the following Articles 4.2 through 4.5

4.2 ADDITION OF DBE(s)

- 4.2.1 Should the Bidder/Proposer/Prime wish to add a DBE not listed on Form A, a written request for the addition of a DBE(s) must be submitted by the Bidder/Proposer/Prime.
- 4.2.2 The Bidder/Proposer/Prime must receive written approval of the OBD prior to the addition of the DBE subcontractor/subconsultant in order for the addition to be credited toward the goal.

4.3 REPLACEMENT OR REMOVAL OF DBE(s)

- 4.3.1 When a Prime is considering replacing or removing a DBE due to performance issues, the OBD must be contacted as soon as possible.
- 4.3.2 Request for DBE replacement or removal may be made under the following conditions:
- 1) The DBE materially fails to successfully perform the contract tasks.
 - 2) Under unusual situations referenced in article 4.3.8.
- 4.3.3 A written request for replacement or removal of a DBE(s) listed on Form A, must be submitted by the Bidder/Proposer/Prime to the OBD with complete justification for the request. The process to follow such requests is as follows:
- (a) Written communications (over a period) from the Prime and/or NJT's PM/CM team to the DBE, notifying the DBE of its poor performance must be provided to the OBD.
 - (b) The OBD will arrange a meeting with the DBE, the Prime, and a representative from Procurement and project management to discuss the specifics of the performance issue.
 - (c) The DBE must provide a written plan identifying the efforts it will make to correct the deficiencies.
 - (d) The Prime must provide the DBE with a minimum of 30 calendar days from acceptance of its plan to improve its performance. Throughout the 30-day window, the Prime and/or NJT PM/CM team must provide written communication to the DBE of any additional/continued performance issues, with a copy to the OBD.
- 4.3.4 The Bidder/Proposer/Prime must receive written approval of the OBD prior to replacement or removal of the DBE subcontractor/subconsultant can be made, regardless of the reason for the replacement or removal.
- 4.3.5 If the OBD issues written approval for the removal of a DBE(s), NJT will require a Bidder/Proposer/Prime to continue to demonstrate a good faith effort to replace the removed DBE to the extent needed to meet the contract

goal established by NJT for the procurement.

These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.

4.3.6 Failure to obtain approval from the OBD prior to replacing or removing a DBE shall result in the Bidder/Proposer/Prime being found in breach of the contract and subject to the appropriate remedies, audits and penalties. **Articles 5.6-5.7**

4.3.7 If NJT finds that the Bidder/Proposer/Prime upon submission of its bid/proposal committed itself to the goal in good faith, the Bidder/Proposer/Prime may, in "unusual situations", be permitted to substitute a DBE subcontractor(s)/subconsultant(s).

4.3.8 The term "unusual situations", includes, but is not limited to, the following circumstances:

- (a) Failure to qualify as a DBE, or maintain DBE certification status.
- (b) Death or physical disability of a key individual.
- (c) Dissolution, if a corporation or partnership.
- (d) Bankruptcy of the subcontractor/subconsultant, subject to applicable bankruptcy law, and only in instances where the bankruptcy affects the subcontractor/subconsultant's ability to perform.
- (e) Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.
- (f) Failure or inability to comply with a requirement of law applicable to Primes or, subcontractors/subconsultants.

4.4 WITHDRAWN DBE(s)

4.4.1 When a DBE is unable to complete a subcontract (withdraws), for any reason, NJT will require a Bidder/Proposer/Prime to make a good faith effort to replace a withdrawn DBE at least to the extent needed to ensure that the Prime contractor is able to meet the contract goal established by NJT for the procurement. **These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.**

4.4.2 The Bidder/Proposer/Prime is required to make a good faith effort to seek other DBE subcontractors/subconsultants in substitution of the original DBE. The good faith efforts described in article 2 are required in finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement.

4.5 DECERTIFIED DBE(S)

4.5.1 If the Prime has reason to doubt that a proposed DBE is still eligible due to change in ownership, management, or size, the Prime shall, within 10 days of learning this information, notify NJT of that fact in writing.

4.5.2 If the subcontract has not been executed before the DBE's ineligibility occurs, the Prime will not receive credit toward the contract goal for the ineligible DBE. The Prime may continue to use the ineligible DBE, however, DBE participation credit will not be granted.

- (a) To the extent necessary to meet the assigned contract goal, the Prime will make a good faith effort to replace the ineligible DBE within 10 days after notification by the OBD. The OBD will support the Prime in its efforts to replace with an eligible DBE firm in order to meet the contract goal.

4.5.3 If the contract has been executed before the firm has been notified of its ineligibility, the Prime may continue to use the firm on the contract and receive credit toward its DBE goal for the duration of that particular phase of or option in the contract. This may not apply to future phases or options, which will be handled on a case-by-case basis at the sole discretion of the OBD.

4.5.4 **Exception:** If the DBEs ineligibility is caused solely by its having exceeded the size standard during the performance of the contract the Prime may continue to count its participation on that contract only toward the contract goals. This may not apply to future phases or options and will be subject to determination by the OBD.

5.0 AWARD OBLIGATIONS

5.1 The Prime must designate a **DBE Liaison Officer**. The liaison officer will be responsible to NJT regarding DBE subcontract matters.

5.1.1 If at any point during the contract's life, the Prime's DBE participation falls below the assigned goal, the Prime must identify additional work or new work items for which it will subcontract to DBEs to the extent necessary to meet the assigned goal. Any new scope of work issued to the Prime shall still be subject to the assigned goal.

5.1.2 The OBD will support the Prime in identifying current/future opportunities in the contract to meet the assigned contract goal.

5.1.3 Should the Prime seek a change that addresses the DBE's performance, or affects the work scope and/or compensation, the OBD must be notified, prior to implementation, for its review and approval of the changes as soon as possible. No change will be allowed without prior review and approval by the OBD. Failure to notify the office and obtain approval prior to a change shall result in breach of the contract and may be subject to the appropriate remedies, audits, and penalties.

5.1.4 Whenever NJT issues project change orders the goal may still apply; the OBD will determine if increased DBE participation will be required.

5.1.5 To ensure that all obligations under subcontracts awarded to DBEs are met NJT shall review the Prime's DBE involvement efforts during the performance of the contract.

5.2 POST AWARD DELIVERABLES

5.2.1 After the execution of a contract with NJT, **signed copies** of subcontractor/subconsultant agreements between the Prime and DBE subcontractors must be submitted to the OBD no later than 10 business days after the Prime's contract execution date. The agreement between the Prime and DBE subcontractor shall remain firm for the duration of the contract.

5.2.2 The Prime shall provide a list of the anticipated job start date for all DBE subcontractors/subconsultants **no later than two days** after the initial pre-construction meeting.

5.2.3 **Certification of DBE(s) Payments** – submit monthly with the Form E to the Manager of the OBD and with its monthly invoice submittal to NJT project manager of this project. **Refer to article 5.3.2**

(a) The Prime will certify, prior to the issuance of each progress payment by NJT, that all DBE subs have been paid any amounts due on past due invoices from previous or current progress payments.

5.2.4 **Form E (Contractor's Monthly DBE Payment Report & DBE Payment Certification Voucher)** - submit monthly to the Manager of the OBD. **Refer to articles 2.5h and 5.3.2.**

Failure to submit this report on a monthly basis may result in breach of the contract and be subject to the appropriate remedies, penalties or liquidated damages as indicated in articles 5.6-5.7.

5.2.5 Form E1 (DBE Prime's Monthly Payment Report) (For DBE Prime Only) - submit monthly to the Manager of the OBD.

5.2.6 Form E2 (DBE's Monthly Payment Report) – Refer to article 2.5]

(a) Forms E/E1 and E2 will be reviewed monthly to determine compliance with the assigned DBE goal, the subcontractor prompt payment regulation, and the DBE Program.

(b) Attainment of goals will be monitored and based upon actual payments received by the DBE.

Failure to submit Form E/E1 may result in suspension of payments or such other remedies as provided in **article 5.6**. *If at any time, NJT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, it shall refer the matter to the USDOT for inquiry.*

5.3 PROMPT PAYMENT OF INVOICES TO SUBCONTRACTORS

5.3.1 The Prime must pay each subcontractor under this contract for satisfactory performance of its work **no later than ten (10) days** from the receipt of each payment the Prime receives from NJT for the subcontractor's work. Failure to comply with this requirement shall result in breach of the contract and shall be subject to the appropriate remedies as determined by OBD.

5.3.2 In accordance with 49 CFR 26.29, the Prime shall certify, prior to the issuance of a progress payment by NJT that all subcontractors have been paid any amounts due on past due invoices (greater than 30 days) from previous or current progress payments. **The Prime must submit the Certification of DBE(s) Payments with its monthly invoice submittals to NJT project manager, and with its Form E to the OBD.**

5.3.3 The Prime will not be reimbursed for work performed by subcontractors/subconsultants unless and until the Prime ensures that the subs are promptly paid for the work performed. Alternatively, the Prime shall certify that a valid basis exists under the terms of the subcontractor's/subconsultant's or supplier's contract to withhold payment from the subcontractor/subconsultant and therefore payment is withheld.

5.3.4 If the Prime withholds payment from the subcontractor/subconsultant, the Prime shall provide to the subcontractor/subconsultant or supplier written notice thereof. The notice shall detail the reason for withholding payment and state the amount of the payment withheld. If a performance/payment bond has been provided under this contract, the Prime shall send a copy of the notice to the surety providing the bond for the Prime. A copy of the notice shall also be submitted to NJT with the certification that payments are being withheld.

5.3.5 If withholding payment is due to the Prime's failure to promptly pay the DBE in accordance with the prompt payment of invoices and/or retainage clauses, the OBD may request proof of payment to DBE(s) for delinquent invoices and/or retainage in order to issue release of payment to Prime.

5.3.6 Failure to comply with the above shall result in breach of the contract and may be subject to the appropriate penalties. **See article 5.6**

5.4 SUBCONTRACTOR PAYMENT DISPUTE RESOLUTION

- 5.4.1 The Prime is required to notify the OBD of its intention to withhold payment from a DBE as soon as possible and in advance of taking action. Should the Prime provide notice and proceed to withhold payment from any subcontractor/subconsultant or supplier due to a performance issue or unapproved work performed, an OBD representative shall make an effort to resolve the dispute.
- (a) OBD's efforts shall be limited to meeting with the Prime and the subcontractor/ subconsultant, and reviewing the relevant facts with both parties.
 - (b) OBD will not act as a decider of fact nor will OBD direct a settlement to the dispute.
 - (c) Any OBD effort is solely intended to assist the parties in understanding their respective positions and to encourage a reasonable resolution of the dispute. The Prime is required to send written notification of the above to the OBD immediately.
- 5.4.2 Should payments be withheld that are not related to the previous items mentioned, and/or a determination can be made that the withholding of payments violates the prompt payment clause, NJT may execute the appropriate remedies in accordance with article 5.6.

5.5 PROMPT PAYMENT OF SUBCONTRACTOR RETAINAGE (FOR CONSTRUCTION CONTRACTS ONLY)

- 5.5.1 The Prime must include a contract clause in the subcontractor agreement obligating the Prime to pay all retainage owed to the subcontractor/subconsultant for satisfactory completion of the accepted scope of work no later than 15 days after the DBE subcontractor's/subconsultant's work is satisfactorily completed.
- 5.5.2 Only subcontractors/subconsultants whose work has been 100% completed, including all punch list work or remaining work, and who have supplied closeout documents shall be eligible for release of retainage. *Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of NJT.*
- 5.5.3 NJT may agree to release an equivalent amount of Prime retainage provided that:
- (a) There is no offsetting claims from NJT (including, but not limited to, liquidated damages), other subcontractors/subconsultants, material men, or workers;
 - (b) None of the other reasons to withhold payments specified under the Prime contract exists.
- 5.5.4 Prior to release of the Prime's retainage, the Prime shall provide to NJT executed copies of the following subcontractor closeout documents, (shown in Appendix A of the contract) as appropriate:
- (a) Consent of Surety to Final Payment to the Subcontractor
 - (b) Certificate of Amounts Due and Owing to Subcontractor Employees
 - (c) Subcontractor Release of Claims
 - (d) Subcontractor Release of Liens and a Certificate of Final Acceptance of Subcontractor Work
- 5.5.5 Notwithstanding NJT's release or partial release of retainage, nothing in this clause shall be deemed to constitute NJT's partial or final acceptance of the work, or any portion thereof, unless either a Certificate of Partial Acceptance or a Certificate of Final Acceptance has been executed by NJT, in the form(s).

5.6 Audit and Penalties

During the performance of any contract and for a period of up to three (3) years following completion of the contract work, NJ TRANSIT may conduct reviews for compliance with the requirements of the DBE Program. Such reviews may include, but not be limited to, the evaluation of monthly reports, desk audits and site visitations.

5.6.1 Where a Prime is found to be in breach of the requirements of the DBE Program during the performance of the contract, and does not promptly take corrective action, the following sanctions may be instituted (singularly, in any combination, and in addition to any other contractual remedies or otherwise provided by law):

- (a) The Prime may be ordered to stop work without penalty to NJT.
- (b) The contract may be terminated for breach.
- (c) Suspension or debarment proceedings may be commenced in accordance with New Jersey law.
- (d) The relevant performance bond may be enforced.
- (e) NJT may withhold payment of specific invoices.

5.7 LIQUIDATED DAMAGES

5.7.1 Liquidated damages (LD) may be assessed when the Prime fails to meet the established DBE goal on the contract.

5.7.2 If the DBE goal is not met, and the Prime has not demonstrated a good faith effort to do so, NJT may elect to subtract from the Prime's payment, as liquidated damages and not a penalty, the following:

The amount equal to the difference (in dollars) between the total contract value multiplied by the assigned DBE goal percentage, (originally established or as subsequently modified) and the actual DBE participation percentage (total dollars paid to DBEs divided by total dollars paid to the Prime).

5.7.3 This may be withheld from a series of payments or from the Prime's final payment, depending on the size of the liquidated damage.

5.7.4 If the Prime's final payment is not sufficient to satisfy the LD in full, the balance shall be due and owing from the Prime and subject to repayment terms as determined by NJT. NJT shall waive liquidated damages where good cause is shown for the deficiency in DBE participation upon determination by the OBD.

APPENDIX I

GLOSSARY

A Good Faith Effort-the efforts employed by the bidder, which should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

Certification - means the process by which a business is determined to be a bona fide DBE. Any business applying for DBE certification must complete the appropriate NJ Unified Certification Program Application. Certification Applications are available at the OBD.

Disadvantaged Business Enterprise or DBE - means a small business concern:

Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and where one or more of the socially and economically disadvantaged owners controls management and daily business operations. A DBE shall not include a small business concern where that concern or a group of concerns controlled by the same socially and economically disadvantaged individual or individuals has annual average gross receipts in excess of **\$22,410,000** over the previous three fiscal years or is not otherwise eligible as a small business as defined by the Small Business Administration in 13 CFR Part 121.

DBE Goal - means numerically expressed objectives for DBE participation on federal contracts Prime contractors are required to make a good faith effort to achieve to the extent necessary to meet the assigned DBE goal.

DBE Sub-Prime - means any 1st Tier DBE subcontractor/subconsultant listed on the Form A that will subcontract any portion of its subcontract/scope of work to a DBE(s) and/or non-DBE(s) firm(s).

DBE Ineligibility - means a firm's DBE status changes or ceases due to change in ownership, management, or size, etc.

DBE Prime - means the successful Bidder is a DBE firm and has a direct contract with NJT.

DBE Trucking Firm - owns and operates at least one fully licensed, insured, and operational truck used on the contract. Is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.

First Tier DBE - refers to any DBE listed on the Bidder/Proposer/Prime's Form A and having a direct contract with the Prime.

Joint Venture-means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Prime - means any contractor or consultant, including a DBE contractor/consultant, who enters into a direct contractual relationship with NJT.

Race-conscious Measure or Program - is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral Measure or Program- is one that is focused specifically on assisting all small businesses equally, including DBEs. Such activities include bonding, insurance, and technical assistance. For the purposes of this part, race-neutral

includes gender-neutrality.

Reasonable Bid Price - means a price that shall be considered reasonable if the Bidder/Proposer/Prime would have been awarded the contract had the firm submitted the only bid.

Regular Dealer - means a firm that owns, operates, or maintains an establishment in which the materials or supplies required for the performance of a contract are bought, kept in stock and regularly sold to the public in the usual course of business.

The firm must engage in, as its principal business, and in its own name, the purchase and sale of products in question. Bulk items such as steel, cement and petroleum products need not be stocked, if the dealer owns or operates distribution equipment.

Note: Brokers and packagers are not regarded as regular dealers.

Second Tier DBE - refers to any DBE listed on the DBE Sub-Prime's Form AA.

Subcontractor/ Subconsultant - means any contractor/consultant, including suppliers, who enters into a contract issued by a Prime contractor.

Transit Vehicle Manufacturer (TVM) - is a manufacturer of vehicles used by NJT for the primary program purpose of public mass transportation (e.g., buses, railcars, vans). The term does not apply to firms, which rehabilitate old vehicles, or to manufacturers of locomotives or ferryboats. The term refers to distributors of or dealers in transit vehicles with respect to the requirements of 49 CFR Section 28.49.

U.S. DOT - means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Railroad Administration (FRA).

Withdrawn DBE - a DBE withdraws, drops out of its contract, or fails to complete its work on the contract for any reason.

Bidders Checklist (for federal contracts)

Upon completion of the Required and/or Supplemental Forms packet(s), please be sure that the completed checklist and the forms listed below are included for each DBE subcontractor listed on the Form A and submitted to the Office of Business Development (OBD) for review.

Note: Failure to complete and submit the forms below will delay the OBD from issuing approval to move forward in the contract award process.

Required Forms

- ☐ Form A - First Tier DBE Utilization
- ☐ Form A1 - Bidder/Proposer Solicitation and Contractor Information
- ☐ Form A2 - Non-DBE Sub Utilization
- ☐ Form B - Intent to Perform as a DBE Sub
- ☐ Form D - DBE Good Faith Effort Form
- ☐ Trucking Commitment Agreement (if applicable)
- ☐ Copy of NJUCP DBE and NAICS Code Certification

Supplemental Forms (if applicable)

- ☐ Form AA - Second Tier DBE Utilization
- ☐ Form AA1 - Second Tier Bidder/Proposer Solicitation and Contractor Information
- ☐ Form AA2 - Second Tier Non-DBE Sub Utilization
- ☐ Form BB - Intent to Perform as a Second Tier DBE Sub
- ☐ Trucking Commitment Agreement (if applicable)
- ☐ Copy of NJUCP DBE and NAICS Code Certification

REQUIRED FORMS

ENCLOSED FOR COMPLETION (MANDATORY):

- **Form A; A1; A2; B; D & Trucking Commitment Schedule**

TO BE OBTAINED AND SUBMITTED (MANDATORY):

- **Copy of NJUCP DBE and NAICS Code Certification**

Consult DBE Program Requirements for further guidance.

MANDATORY FORM FOR BIDDER/PROPOSER/PRIME: COMPLETE ENTIRELY

FORM A (Fed)

First Tier DBE UTILIZATION - FORM A

Project Name: _____ NJT Contract No: _____

Assigned DBE Goal %: _____ NJT Procurement Specialist: _____ Contract Value (\$): _____

First Tier DBE must perform at least 51% of its subcontract value if subcontracting to a Second -Tier DBE or Non-DBE. Do not count Non-DBE portion toward the goal.

Name, Address and Telephone # of DBE Subcontractor/Subconsultant	Provide Detailed Scope of Work to be Performed (Identify all suppliers)	Dollar Value of Subcontract/Subconsultant Work (\$)	Percentage of Subcontract Work (%)
			%
			%
			%
			%
			%
For DBE suppliers, show original subcontract value multiplied by 60% (\$2,000*60%=\$1200). For DBE portion of work, subtract Non-DBE portion of work from original subcontract value.		TOTALS \$	%

The undersigned will enter into a formal agreement with the DBE(s) listed in this schedule conditioned upon execution of a contract with NJ TRANSIT for the above referenced project. The undersigned understands that removal/replacement of the DBE(s) listed is NOT PERMISSIBLE for any reason (pre or post-award), without submitting a written request to the Office of Business Development and receiving WRITTEN APPROVAL from the Office of Business Development. Failure to obtain written approval shall result in the breach of contract and subject to corrective action to be determined by NJ TRANSIT.

Company Name: _____

Authorized Signature: _____

Company Address: _____

Print Name: _____

Title: _____

Federal Tax ID #: _____

Prime Contractor's DBE Liaison Officer: _____

Company Tel #: _____

Date Signed: _____

To Add Subs Use Additional Forms

NJT SubRecip Fed Form A rev May 2013

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title: _____ Date: _____
 Prime Contractor/Consultant: _____ Telephone #: _____

Complete the information below for Bidder/Proposer/Prime(s) working on this project. Use Page 2 for all subcontractors/subconsultants

	Bidder/Proposer/Prime	Bidder/Proposer/Prime	Bidder/Proposer/Prime
Company's Full Name			
Address			
City			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: DBE or Non-DBE			
Federal Tax ID # / SSN #			
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over Indicate the letter that applies			
Primary NAICS Code:			

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title: _____
 Prime Contractor/Consultant: _____
 Date: _____
 Telephone #: _____

COMPLETE THE INFORMATION BELOW FOR "ALL" FIRMS INCLUDING SUPPLIERS SOLICITED; INCLUDING THOSE THAT WILL WORK ON THIS PROJECT.

	Subcontractor/Subconsultant	Subcontractor/Subconsultant	Subcontractor/Subconsultant
Company's Full Name			
Address			
City			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: DBE or Non-DBE			
Federal Tax ID # / SSN #			
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over Indicate the letter that applies			
Primary NAICS Code:			

NON-DBE SUBCONTRACTOR UTILIZATION - FORM A2

Directions: To be completed by any Bidder/Proposer/Prime for "all" subs including suppliers participating on this contract.

Bidder/Proposer Prime Name: _____ Project Title: _____

Date: _____ Prime Contract Value: _____

Name, Address and Telephone # of all Subcontractor/Subconsultants	FEIN #	Provide Detailed Scope of Work to be Performed	Dollar Amount of Subcontractor/Subconsultant Work (\$) Awarded	Percentage of Subcontract or Work (%)
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
Must provide a detailed scope of work; one-word descriptions are not acceptable.			\$	%
TOTALS			\$	%

SECOND TIER DBE UTILIZATION- FORM AA

Project Name: _____ NJT Contract No: _____

DBE Sub-Prime (First Tier) Subcontractor Contract Value (\$): _____

I plan to subcontract _____ % of my subcontract to Second Tier DBE subcontractor(s)/subconsultant(s) listed on the chart below to perform/supply the following:

Second Tier DBE subs must perform 100% of their scope of work.

Name, Address and Telephone # of Second Tier DBE Subcontractor/Subconsultant	Provide Detailed Scope of Work to be Performed	Dollar Value of Subcontractor/Subconsultant Work (\$) Awarded	Percentage of Subcontractor Work (%)
			%
			%
			%
Any First-Tier DBE firm listed on the Form A must identify any DBE firm it will use to perform its scope of work.	TOTALS	\$	%

The undersigned understands its approval to perform on the above contract is based upon its identified DBE team listed above and its Non-DBE team listed on the Form AA2. The DBE Sub-Prime must receive written approval from the Office of Business Development for any changes to its DBE and/or Non-DBE subcontractors, their dollar values or scope of work identified on the Form AA and/or AA2 before making any changes. It attests that the identified firms will perform all work. Failure to adhere to, or falsification of any information contained herein shall result in breach of contract and subject to corrective action to be determined by NJ TRANSIT.

DBE Sub-Prime Firm: _____ Authorized Signature: _____

Company Address: _____ Print Name: _____

_____ Title: _____

Federal Tax ID #: _____ Sub-Prime's DBE Liaison Officer: _____

Company Tel #: _____ Date Signed: _____

INTENT TO PERFORM AS A 1ST TIER DBE - FORM B

The Bidder/Proposer/Prime is prohibited from completing any portion of this form and directing the DBE to sign a blank form.

DIRECTIONS: DBE(s) listed on the Form A must complete all information on this form.

Name of Bidder/Proposer/Prime: _____

Name of DBE Firm: _____

Project/Contract Name: _____

IFB/RFP Contract Number: _____

Does the undersigned DBE (Answer Accordingly):

Intend to perform subcontract work in connection with the above-mentioned project as a Joint Venture? Circle one. (Yes or No)

Intend to subcontract any portion of its scope of work to a DBE(s)?
If yes, DBE Sub-Primes must complete and submit Form AA.

Circle one. (Yes or No)
At what percent? _____%

Intend to subcontract any portion of its scope of work to a Non-DBE(s)?
If yes, must complete and submit Form AA2.

Circle one. (Yes or No)
At what percent? _____%

The undersigned will perform the following described work on the above-referenced project: *(Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)).*

Dollar Value of DBE Subcontract: \$ _____

Total Quantity/Units (if applicable): _____ Per Unit Cost (if applicable): \$ _____

The undersigned based the above scope of work and subcontract value on detailed project specs received from the Bidder contractor named above. Circle one. (Yes or No)

The Prime Contractor projected the following commencement and completion date for such work as follows:

DBE Contract Start Date: _____ DBE Contract Completion Date _____

The undersigned DBE will enter into a formal agreement for the above work with the Prime Contractor conditioned upon execution of a contract with NJ TRANSIT. As a DBE subcontractor, I will cooperate with the certification, compliance and monitoring process set forth by NJ TRANSIT. I attest that I will perform at least 51% of my subcontract with my own workforce for the referenced project.

Signature of 1st Tier DBE _____

Date _____

Title _____

Print Name _____

Telephone #: _____

Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of contract and subject to the appropriate penalties to be determined by NJ TRANSIT.

Fed Form E (Page 1 of 2)

NJT Contract #:

Report for the Month of:

Notice to Proceed Date:

NJT Project Mgr Name:

Assigned DBE Goal %:

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Itemize payments/invoices and dates if paid/received more than one payment/invoice between the 1st and 31st of THIS Month.

Prime Contractor Information:

Project Director Name:

Project Director Signature:

Federal TIN #:

Prime's Past Due Invoice Information: List any invoice more than 40 days past due from the date submitted to NJT at the time you complete this form.

Comments:

For assistance completing this form call 973-491-7539. 8058. 8768. 8575. 8069. 8941

Form E - Prime Contractor's DBE Payment Certification

1. Have all DBE subcontractors with executed subcontracts been paid amounts due from previous progress payments?

- ☐ If yes, skip the next section and go to number 3.
☐ If no, please complete fields in box below: (Use additional paper, if needed)

DBE SubContractor Name	Amount Withheld From Invoice (\$)	Total of Invoice Amount (\$)	Invoice Number	Invoice Date	Specific Reason for Withholding

2. Have you notified the DBE subcontractor(s) that you are withholding payment and the reason(s) why?

- ☐ If yes, provide a copy of written notification to the DBE subcontractor with this form, indicating the date of notification.
☐ If no, lack of prior written notification to the DBE(s) that you are withholding payment violates the prompt payment clause guidelines. Please contact the DBE immediately, and provide a copy of written notification to the subcontractor with this form.

3. By signing this form, I certify that all of the above represent true and accurate information.

Note: CFO or equivalent Sr. Manager must complete and sign off on this form.

PROJECT DIRECTOR NAME (PRINT)

PROJECT DIRECTOR (SIGNATURE)

/ / DATE

Additional Reasons/Comments for Withholding Payment:

THIS FORM IS DUE ON THE 7TH OF EACH MONTH Please forward to:

Office of Civil Rights and Diversity Programs
 Business Development
 NJ TRANSIT
 One Penn Plaza East, 6th Fl
 Newark, New Jersey 07105-2246

DO NOT WRITE BELOW. DEPARTMENTAL USE ONLY.

- ☐ Approved
☐ Denied

This form is not to be altered in any way.

For assistance completing this form, call 973-491-7539, 8058, 8768, 8575, 8059, 8941 Fed Form E rev Sept 2010

Name of DBE Firm: _____
 DBE's FEIN#: _____
 DBE Address: _____
 DBE Telephone #: _____

Report for the Month of: _____
 Contract Number: _____
 Contract Name: _____
 DBE Contract Start Date: _____

Name of Prime: _____
Address: _____
Telephone #: _____

Telephone #:

DBE PAYMENT INFO: Itemize payments/invoices and dates if received/submitted more than one payment/invoice between the 1st and 31st of THIS Month.

Work Task Performed	Original Subcontract Amount \$	Change Order Amount (+/-)	Invoice #(s) Submitted in this month	Dollar Amount of Each Invoice Submitted in this Month	Date of Invoice(s) Submitted this Month	Total Payments Received by DBE In this Month * (\$)	Date Payment(s) Received in this Month	Total Payments Received by DBE To Date (\$)	Total % Work To Date	Final Payment? Y or N
TOTALS →	\$	\$	TOTALS →	\$	TOTALS →	\$	TOTALS →	\$		

Is retainage held on your subcontract? Yes or No (circle one) If yes, how much? \$_____. Did your final payment include retainage? Yes or No (circle one)

Past Due Invoice(s) Information: List any invoice more than 40 days past due from date submitted to prime at the time you complete this form.

Invoice #	Invoice Date	Invoice Amount (\$)	Number of Days Past Due	Comments: use additional paper if necessary

Note: CFO or equivalent Sr. Manager must complete and sign off on this form.

Name: _____ Title: _____ Date: _____

THIS FORM IS DUE ON THE 7TH OF EACH MONTH IMMEDIATELY FOLLOWING DBE's SUBCONTRACT START DATE, EVEN IF PAYMENT NOT RECEIVED.

Please mail this form to:

PLEASE MAIL THIS FORM TO:
NJ TRANSIT, Office of Business Development, One Penn Plaza East, 6th Fl, Newark, New Jersey 07105-2246

Do not alter this form in any way.

if you need assistance completing this form please call 973-491-7539, 8058, 8768, 8069, or 8941.

Rev Fed Form E2 - Sept 2010

DBE TRUCKING COMMITMENT

AGREEMENT

The DBE Trucking Firm Commitment Agreement sheet attached must be signed and completed entirely. Make duplicate copies for additional subcontractors as needed.

Please read DBE Requirement Language for details.

- DBEs must provide information for all DBE/Non-DBE trucking firms it will lease from or subcontract to.
 - *Subcontracting to a Non-DBE trucker means that the Non-DBE will perform a portion of the DBE firm's subcontract.*
 - *2nd Tier DBE trucking firms must perform 100% of their total subcontract value.*
- For Non-DBE leased trucks, credit will only be given for the fee/commission that is received for arranging the transportation services.
 - *All DBE-leased trucks are required to reflect the DBE firm's company name and identification number.*

Copies of the following items must be attached for ALL trucks owned by the DBE:

- Proof of ownership: title(s) or finance agreement(s) ONLY
- registration card(s)
- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable

MANDATORY FORM

**Copies of the following items must be attached for ALL DBE/non-DBE trucks
leased by the DBE:**

- lease agreement(s)
- title(s)
- registration card(s)
- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable

DBE TRUCKING FIRM COMMITMENT AGREEMENT

The DBE trucking firm will perform the following described work on the project: *(Specific work details should include: Type of material to be handled, quantities to be hauled, dollar amount per unit, location the material will be transported).*

(Provide a copy of lease agreement(s) for each trucking firm. *Note that subcontracting is different from leasing as it relates to trucking).

[illegible]

MANDATORY FORM[illegible]

I hereby certify that the information present above is correct. I agree to inform the Office of Business Diversity in writing within 10 days, if anything changes.

1st Tier DBE Signature: _____

Date: _____

Print Name: _____

SUPPLEMENTAL SECTION REQUIRED FORMS

ENCLOSED FOR COMPLETION (IF APPLICABLE):

- **Form AA; AA1; AA2; BB; & Trucking Commitment Schedule**

TO BE OBTAINED AND SUBMITTED (IF APPLICABLE):

- **Copy of NJUCP DBE and NAICS Code Certification**

Consult DBE Program Requirements for further guidance.

MANDATORY FORM: COMPLETE ENTIRELY

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM AA1

NJT Contract No: _____ Project Title: _____
 DBE Sub-Prime: _____ Telephone #: _____
 Date: _____

Complete the information below for Second Tier contractor(s) participating on the project.

Subcontractor/Subconsultant	Subcontractor/Subconsultant	Subcontractor/Subconsultant
Company's Full Name		
Address		
City		
Zip		
County		
Phone		
Fax		
E-mail		
Owner		
Date Established		
Date Certified		
Ethnicity		
Gender		
Certification Status: DBE or Non-DBE		
Federal Tax ID # / SSN #		
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over Indicate the letter that applies		
Primary NAICS Code:		

MANDATORY FORM BY DBE SUB-PRIME: COMPLETE ENTIRELY

FORM AA2 (Fed)

NON-DBE SECOND TIER SUBCONTRACTOR UTILIZATION - FORM AA2

Directions: To be completed by any DBE Sub-Prime Contractor for "all" subs including suppliers participating on this contract.

NJ Transit Contract No: _____ Date: _____ DBE Sub-Prime Contract Value: \$ _____

DBE Sub-Prime Contractor Name: _____ Project Title: _____

Name, Address and Telephone # of all Second Tier Subcontractor(s)/Subconsultant(s)	FEIN #	Provide Detailed Scope of Work to be Performed	Dollar Amount of Subcontractor/Subconsultant Work (\$) Awarded	Percentage of Subcontractor Work (%)
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
Must provide a detailed scope of work; one-word descriptions are not acceptable.			\$	%
TOTALS			\$	%

To Add Subs Use Additional Forms

NJT Fed Form AA2 effect 10.1.09 rev Sept 2010

INTENT TO PERFORM AS A SECOND TIER DBE - FORM BB

The Bidder is prohibited from completing any portion of this form and directing the DBE to sign a blank form.

DIRECTIONS: DBE(s) listed on the Form AA must complete all information on this form and must complete Form AA2 for any Non-DBE subcontractor performing a portion of its subcontract.

Name of First Tier DBE/Sub-Prime: _____

Name of Second Tier DBE Firm: _____

Project/Contract Name: _____

IFB/RFP Contract Number: _____

Does the undersigned intend to perform subcontract work in connection with the above-mentioned project as a Joint Venture? Circle one. (Yes or No)

Will you subcontract any portion of your scope of work to a DBE(s)? Circle one. (Yes or No)

Will you subcontract any portion of your scope of work to a Non-DBE(s)? Circle one. (Yes or No)

The undersigned will perform the following described work on the above-referenced project: *(Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)).*

Dollar Value of DBE Subcontract: \$ _____

Total Quantity/Units (if applicable): _____ Per Unit Cost (if applicable): \$ _____

The undersigned based the above scope of work and subcontract value on detailed project specs received from the DBE Sub-Prime named above. Circle one. (Yes or No)

The Prime Contractor projected the following commencement and completion date for such work as follows:

DBE Contract Start Date: _____ DBE Contract Completion Date _____

The undersigned DBE will enter into a formal agreement for the above work with the DBE Sub-Prime conditioned upon execution of a contract with the Prime on the project. As a Second Tier DBE subcontractor, I will cooperate with the certification, compliance and monitoring process set forth by NJ TRANSIT. I attest that I will perform 100% of my subcontract with my own workforce for the referenced project.

Signature of Second Tier DBE _____

Date _____

Title _____

Print Name _____

Telephone #: _____

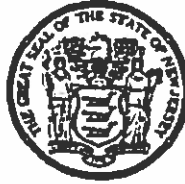
Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of contract and subject to the appropriate penalties as determined by NJ TRANSIT.

IFB No. 15 - 015X

**ORANGE ANNEX ROOF REPLACEMENT
ORANGE, NJ**

ATTACHMENT B

**NEW JERSEY DEPARTMENT OF LABOR PREVAILING WAGE
RATE DETERMINATION**



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

PREVAILING WAGE RATE DETERMINATION

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

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

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

Prevailing Wage Rate

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

W = Wage Rate per Hour

B = Fringe Benefit Rate per Hour*

T = Total Rate per Hour

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

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

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

Apprentice Rate Schedule

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

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

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

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

Comments/Notes

For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information.

Public Works Contractor Registration

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that all contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at www.nj.gov/labor (click on Wage & Hour and then go to Registration & Permits).

Pursuant to N.J.S.A. 34:11-56.51:

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

Snow Plowing

Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

THE PARTICULAR PREVAILING WAGE SCHEDULES
INCLUDED IN THIS CONTRACT ARE NOT REPRINTED HERE
DUE TO SIZE.