

CONTRACT AWARD		
CK09MERCER2022-10 COUNTYWIDE ROOF REPAIRS FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM		
CONTRACT TERM: JANUARY 1, 2023 - DECEMBER 31, 2024		
RESOLUTION: 2022-918		
NAME OF BIDDER	VMG GROUP	PHENIX PRO GROUP LLC.
ADDRESS	288 COX ST.	1400 CEDAR LN
CITY, STATE, ZIP	ROSELLE, NJ 07203	HAMILTON NJ, 08610
CONTACT	VANE BOJEV	WILLIAM E. CORDERO
TELEPHONE	908-298-1130	609-432-9595
FAX	908-298-1135	N/A
E-MAIL	VMGGROUP@OD.COM	OFFICE@PROPHENIX.COM/ DIANA@PHENIX-PRO.COM
NJ SAVI DESIGNATION	SMALL BUSINESS ENTERPRISE	N/A
YEARS IN BUSINESS	25	10 +
EMPLOYEES	20-25	9
MANUFACTURER'S	GARLAND INDUSTRIES; IREMCO; GAF; CARLISLE; VERSICO; FIRESTONE; JOHNS-MANVILLE; C.PLAST, SOPREMA	GAF, VERSICO, TAMKO, OWENS CORNING, NOLE HIDE, GARLAND
SUBSCRIBED TO COST ESTIMATING PROGRAM	NO	YES
ESTIMATING SOFTWARE	QUICKBOOKS	CUSTOM EXCEL SHEET, ACCULYNXS
PUBLIC WORKS CONTRACTOR REGISTRATION #	624132, EXP. 5.09.23	724492, EXP. 6.21.24
<b>ALL-INCLUSIVE STRAIGHT JOURNEYMEN HOURLY RATE</b>	<b>\$ 75.35</b>	<b>\$ 75.35</b>
<b>ALL-INCLUSIVE STRAIGHT FOREMEN HOURLY RATE</b>	<b>\$ 77.35</b>	<b>\$ 77.35</b>

Approved as to Form and Legality

Date

.....  
County Counsel

..... December 20, 2022.....

PARTIAL AWARD OF BID RECEIVED AUGUST 17, 2022 TO MULTIPLE VENDORS FOR COUNTYWIDE ROOF REPAIRS FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM. PERIOD: JANUARY 1, 2023 THROUGH DECEMBER 31, 2024. TOTAL AMOUNT NOT TO EXCEED: \$851,327.14 (CK09MERCER2022-10)

WHEREAS, the Mercer County Purchasing Department has advertised for bids for Countywide Roof Repairs for use by the County of Mercer and the Mercer County Cooperative Contract Purchasing System for a period of two (2) years as authorized through Resolution No. 2018-89, adopted February 8, 2018; and,

WHEREAS, six (6) sealed bids were received on August 17, 2022 in connection with the aforementioned services; and,

WHEREAS, the first low bidder Oreamunos Contractor Corporation has a fatal flaw therefore the bid received by Oreamunos Contractor Corporation, is hereby rejected and,

WHEREAS, the bidders hereinafter designated are the lowest qualified bidders; and,

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Clerk to the Board

RECORD OF VOTE													
COMMISSIONERS							COMMISSIONERS						
	Aye	Nay	N.V.	Abs.	Res.	Sec.		Aye	Nay	N.V.	Abs.	Res.	Sec.
Cimino	X				✓		Stokes	X					
Frisby	X					✓	Walter	X					
Koontz				X			Melker	X					
McLaughlin	X												

X—Indicates Vote      Abs.—Absent      N.V.—Not Voting  
Res.—Resolution Moved      Sec.—Resolution Seconded

WHEREAS, the bids received from following vendors shall be awarded for a period of two (2) years from January 1, 2023 through December 31, 2024 in an amount not to exceed \$851,327.14 as follows:

**MIKE'S ROOFING INC. T/A VMG GROUP  
288 COX STREET  
ROSELLE, NJ 07203**

**PHENIX PRO GROUP LLC.  
1400 CEDAR LN  
HAMILTON NJ. 08610**

**ALL-INCLUSIVE HOURLY RATE**

**ALL-INCLUSIVE HOURLY RATE**

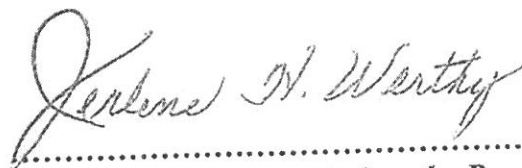
**JOUNEYMEN \$75.35  
FOREMEN \$77.35**

**JOUNEYMEN \$75.35  
FOREMEN \$77.35**

WHEREAS, the Acting Chief Financial Officer of Mercer County has certified in writing the availability of funds for the purposes set forth in this Resolution, said certification is on file with the Clerk to the Board, and such funds are contingent upon the inclusion in and adoption of the 2023 and 2024 Mercer County Budgets; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute said contracts when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Mercer County Purchasing Department for further distribution.



.....  
**Clerk to the Board**

**SPECIFICATIONS FOR COUNTYWIDE ROOF REPAIRS FOR THE COUNTY OF MERCER AND THE  
MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF TWO  
(2) YEARS**

**INTENT**

The County of Mercer requests bids from qualified roofing contractors to furnish all labor, materials, equipment, supervision and insurance necessary to execute and complete roof repair work at various buildings throughout the County of Mercer. Contracts shall be awarded to two successful bidders (roofing contractors) in accordance with their all-inclusive straight time hourly rates. The lowest cost responsive and responsible bidders shall be awarded contracts and ranked No. 1 and No. 2. **SUBCONTRACTING THE ROOF WORK IS NOT PERMITTED.** Respondents must be roofing contractors and shall have five years experience in the installation and repair of roofing systems. In the event that roof replacement is necessary and signed and sealed drawings are not required, replacement may be required and necessary. The contract shall be awarded for a period of two (2) years. Deadline for questions is August 5, 2022 and must be submitted to [imaldonado@mercercounty.org](mailto:imaldonado@mercercounty.org) or via the BidNet Portal. Contract shall commence October 2022.

**ROOF REPLACEMENTS IDENTIFIED BY A CAPITAL PROJECT AND REQUIRING SIGNED AND SEALED DRAWINGS BY A LICENSED ENGINEER ARE NOT PART OF THIS CONTRACT AND WILL BE BID SEPARATELY.**

**SCOPE OF WORK**

The Contractor shall provide all labor, materials, equipment, supervision, and insurance necessary to execute and complete the work. The Contractor shall remove all debris, garbage, equipment and materials from the job site upon completion of the job. All roofing procedures shall be in accordance with good roofing practices as outlined by the National Roofing Contractor's Association. Asbestos materials are prohibited.

**BASIS OF AWARD**

Bidders shall provide an **hourly rate all -inclusive for both journeymen and foremen** comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses and per diem. The lowest hourly rates cost responsive and responsible bidders shall be awarded contracts and ranked No. 1 and No. 2.

**EXPERIENCE**

Bidders shall have five (5) years experience in installation and repair of roofing systems. Bidders shall provide three verifiable references of three projects of similar type over the past five years. The awarded contractor shall provide background checks on all employees working on the project.

**PROPOSALS**

For all projects over \$7,500.00 and emergencies over \$10,000.00, the Using Agency must obtain binding quotes from the two contractors as follows:

The Using Agency shall develop the particular scope of work for all projects. This scope of work shall be given to the two contractors. **All contractors shall be required to submit a binding quote for the total cost of the project generated with the RS Means Cost Estimating guide or equivalent estimating software.** The contractor with the lowest cost, that meets the requirements of the project as defined by the Using Agency, shall be awarded the project. This procedure is mandatory for all projects with an estimated cost exceeding \$7,500.00.

**IN THE EVENT WORK BEING PERFORMED WILL EXCEED THE PROPOSAL PROVIDED BY THE AWARDED CONTRACTOR, THE COUNTY DESIGNEE MUST BE NOTIFIED IN WRITING PRIOR TO COMMENCEMENT OF ADDITIONAL WORK OR COMPLETION OF PROJECT.**

#### **NEW JERSEY PREVAILING WAGE ACT AND PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

Bidders shall comply and adhere to all requirements of the New Jersey Prevailing Wage Act and Public Works Contractor Registration Act. The County of Mercer may terminate work if workers are paid less than prevailing wage. ***Bidders must follow the New Jersey Prevailing Wage Rates for Roofer.***

#### **CERTIFIED PAYROLLS**

The awarded contractor shall submit certified payroll records to the County designee within ten (10) days of the payment of wages. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards.

#### **PROMPT PAYMENT**

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall impose the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the Owner's Representative if the contractor has performed in accordance with the contract and the work has been approved and certified by the Owner's Representative. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner's representative receives it, unless the Owner's Representative provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

Bidders shall be registered through the New Jersey Division of Revenue, Department of the Treasury, at the time of or prior to the date for submission of bids. Prior to the contract award, a copy of the New Jersey Business Registration for the Contractor must be provided.

#### **RESPONSE TIME**

#### **SCHEDULED/REGULAR WORK**

The Contractor shall respond to the County with a proposal for a project within five (5) days or as stated by the County Designee. Once the proposed project is authorized and

approved, the Contractor shall schedule to begin the work in a timely manner agreed upon by the County designee.

### **EMERGENCY WORK**

The Contractor shall respond to look at the work in two (2) hours on-site have a work plan in order in twelve (12) hours and the work shall begin on the proposed project within **twenty-four (24) hours** after the Contractor receives notification from the County designee. On projects that are considered be of an emergent nature, the contractor shall mobilize the required work force and equipment within the twenty-four hours which immediately follows the time at which the contractor receives verbal notification from the County to do so. **Twenty-four hours call out response is an essential and material part of this contract. IF THE EMERGENCY IS A THREAT TO SAFETY AND BUILDING OCCUPANT, IMMEDIATE ACTION AND EQUIPMENT IS REQUIRED.** The Contractor shall provide a 24/7 contact telephone number for their designee should a problem arise, or in the case of an emergency.

### **WORK HOURS DEFINED**

The work of this contact is known to be intermittent and often is of an emergency nature. The contractor is to consider this in the preparation of this bid. The contractor shall provide labor as required during regular hours and overtime. Times are as follows:

**Regular Hours: 6:00 AM through 5:00 PM Weekdays**

**Overtime Hours: Weekdays after and prior to regular hour, weekends and holidays shall be paid at 1.3 times the regular hourly rate.**

### **INVOICING**

**AWARDED CONTRACTORS SHALL PROVIDE DETAILED INVOICING ITEMIZING HOURS WORKED FOR EACH TRADE AND THE TRADE RATE. MATERIALS SHALL BE BROKEN OUT REFLECTING THE CONTRACTOR'S COST OF MATERIALS AND 10% UPCHARGE. PROOF OF PURCHASE IS REQUIRED TO BE SUBMITTED WITH INVOICING. WITHIN TEN DAYS OF PAYING YOUR EMPLOYEES, CERTIFIED PAYROLLS SHALL BE SUBMITTED TO THE COUNTY DESIGNEE.**

### **MONTHLY REPORTING**

The contractor shall provide in writing to the County, a monthly report itemizing the cost of all

work or services performed and materials provided. This shall be broken down by each using agency.

### **WARRANTY**

For all roof repairs, the Contractor shall provide all first quality materials and the Contractor shall guarantee its applications against leakage resulting directly from faulty workmanship and/or materials for a period of one (1) year. This is in addition to any guarantee and/or warranty given by the manufacturer of the roofing materials used. The Contractor is to provide evidence of expertise in roof repairs for all required installations



including but not limited to single-ply membranes, shingles, cold process applications, sheet metal and modified bitumen.

**Bidders shall be certified and approved by the manufacturer of the roofing system.** Each project shall be warranted by the contractor and manufacturer. Each Contractor will use only roofing mechanics familiar with and experienced in the roof repairs as required.

### **CHANGE ORDERS**

All change order requests shall be submitted by the contractor to the Owner's Representative or County Project Manager. Changes must be reviewed and authorized in accordance with P. L. 2017, c. 317, N.J.S.A. 40A: 11-16.7 et seq., as applicable, and N.J.A.C. 5:30- 11 et seq. The following rates shall apply in computing indirect costs and profit for adjustments in situations not involving differing or changed conditions covered by P.L. 2017, c. 317, N.J.S.A. 40A: 11-16.7 et seq. When the contract time is increased as a result of a change, the resulting change in contract amount will include the indirect impact cost of extended performance, computed in accordance with the terms of this article, and no further consideration of such costs arising from the specific modification will be given. The percentages for overhead and profit shall be negotiated and may vary according to the nature, extent and complexity of the work involved. The percentages shall be applicable for deleted work as well as additional work. When a change consists of both added and deleted work, the applicable percentages shall be applied to the net cost or credit.

### **ROOF REPAIR METHODOLOGY**

The roof repair methodology shall be in accordance with the manufacturer's specifications. Prior to starting a job, the Contractor will be required to meet with the using agency for a clarification and pre-construction meeting. Roofing types shall include, but are not limited to:

Shingle roofing, (asphalt and asbestos) Mechanically seamed metal roofing, concrete roofing, metal decking, thermoset membrane, (EDPM rubber) thermoplastic (e.g. PVC, TPO, CSPE), modified bitumen, ballasted roofs and built-up roof, Specialty roofing systems shall also be included for installation and repairs ie; Cool roofs, green roofs, slate roofs, garden roofing systems, skylights, and atriums, Repairs may also require thermal imaging to detect moisture intrusion, and core sampling for composition analysis. Flashing details, drainage and pitching repairs, and box (built in) gutters and pitch pockets; roof coating and sealants, seam maintenance and seam repair.

### **STAGING AREA(S)**

Staging area(s) for repair operations will be agreed upon by the County designee.

### **CONTRACTOR'S TEMPORARY OFFICE:**

The Contractor is responsible for providing all required temporary office space to perform the work. The Contractor shall keep complete and up-to-date drawings and specifications, supplements and shop drawings for the work.

### **TEMPORARY UTILITIES**

The Contractor may be required to provide temporary utilities if not available by the county. All temporary utilities shall conform to the requirements of the N.J. Uniform Construction Code, and other authorities having jurisdiction.

### **PROTECTION AGAINST WATER DAMAGE:**

It is the Contractor's responsibility to protect the building from water damage, including damage by rain water, backing up of drains, down spouts or sewers. The Contractor shall construct and maintain all necessary drainage and do all pumping required to keep the structure free from water and shall perform any pumping necessary for the full and proper execution of the roofing work and protection of the building, including all equipment installed therein. It is the Contractor's responsibility to keep the building watertight and free from leakage during the roof repair work, protect existing building construction and be responsible to repair and pay for all damage caused by it to the building's contents, existing construction, loss of business, etc. It is the Contractor's responsibility for conducting work in such a way as to not exceed building design limits. The County reserves the right to perform engineering load surveys if required. Contractors are responsible for any and all damages to county property.

### **MANUFACTURER'S DIRECTIONS:**

The Contractor shall apply, install, connect, erect, use, clean and condition manufactured articles, materials, fixtures and equipment in accordance with the manufacturer's specifications.

### **LOCAL CODES AND PERMITS**

All roofing projects and work shall comply with local codes and regulations and good construction practices. All quotations shall reflect the cost of averting conflicts with local codes and regulations having jurisdiction over the site on which the roofing project is located. No extra costs will be allowed to rectify discrepancies discovered after the roof project has been awarded. Contractors shall secure permits as required.

### **PROJECT SPECIFIC REQUIREMENTS**

Prior to work, the Contractor shall verify all levels and dimensions as indicated on the drawings and report errors and or inconsistencies to the County designee. The Contractor is responsible for all errors of fabrication and for proper and correct fitting together of all items of material and equipment to furnish a complete and satisfactory roofing installation.

### **PROTECTION OF EXISTING WORK**

#### **STAGING AND CRANE AREAS**

Areas will be indicated where cranes or other material may be located and where materials may be stored pending their use. Temporary storage facilities will be designated by the County and no other areas of the construction site, including the rooms of the subject building, will be used for storage without approval by the County designee.

#### **PROTECTION OF EXISTING ROOF AND PROPERTY**

Contractor shall provide protective material to be held in place securely by sand bags or other means. Any area that is damaged, marred, scarred or otherwise damaged shall



be restored to its original condition by the Contractor at no cost to the County. As facilities are occupied, noise, dirt, dust and fumes must be kept to a minimum to avoid business interruption. On a daily basis, the Contractor is to advise the county designee as to the area the contractor will be working. All roofing materials are to be covered and protected against the elements.

#### **WORK SCHEDULE AND EMERGENCY REPAIRS**

A work schedule must be presented to the County representative. The Contractor is required to conduct his own understanding of the facility to be repaired. Any and all leaks that develop during repairs are to be located and repaired by the contractor within a maximum of 18 hours of notification. Therefore, during inclement weather and while there is water on the roof, the Contractor will have on call a roofing mechanic or mechanics should a leakage problem develop. This includes weekends, evenings and holidays. The Contractor shall provide a 24/7 contact telephone number for their designee should a problem arise, or in the case of an emergency.

#### **CONTRACTOR SIGN-IN AND OUT**

The Contractor's crew shall sign in and out at every project site and facility. The crew must sign-in when arriving on premises with the Building Supervisor and sign- out when leaving the premises. This shall include lunch breaks as well. The County will provide the sign-in sheets.

#### **TRASH REMOVAL**

Contractors shall removal all trash and debris in accordance with New Jersey DEP regulations. Site shall be kept free of all debris.

#### **CONTRACTOR'S MANPOWER, NO SUBCONTRACTORS**

Contractor shall provide adequate manpower to execute the roofing project efficiently and in a continuous manner. The Contractor is to remain on the job on all workable days until completion. **RESPONDENTS MUST BE ROOFING CONTRACTORS.**

#### **SPECIFIC CONDITIONS**

All work areas shall be prepped in accordance with the manufacturer.

#### **PROJECT QUOTE BREAKDOWN THROUGH RS MEANS ESTIMATOR OR EQUIVALENT**

All quotes will be submitted in writing. All quotes shall reflect the number of hours and cost per hour (normal service - straight time rate) for labor and include an itemized listing of all parts and materials, with prices, required for the job. The quote will become a firm fixed price quote.

#### **MARKUP FOR MATERIAL AND REPAIR PARTS**

The contractor is responsible for the repair or replacement of all parts related to any roof repairs. When providing maintenance and repair services; contractors shall provide a quote in accordance with the current RS Means Cost Estimator or equivalent utilizing the labor rate as provided in the proposal. Labor, profit and overhead shall be factored into the straight-time hourly rate. Contractors shall provide an upcharge to wholesale not to exceed 10%. Contractors shall provide a copy of their proposal, for each project, generated by the RS Means Cost Estimator or equivalent to the County designee.

**EQUIPMENT**

For rented equipment, an hourly rental rate will be used which will be determined by using the monthly rental rates taken from the current edition of the Rental Rate Blue Book for Construction Equipment and dividing it by 176. An allowance will be made for operating costs for each and every hour the equipment is actually operating in accordance with the rates listed in the aforesaid Rental Book. The contractor will be allowed 65 percent of the rental rate on contractor-owned equipment. The County reserves the right to provide equipment to the awarded contractor.

**INTERVIEW AND CONTRACT ADMINISTRATION**

The County will interview the apparent low bidder prior to the recommendation of award and the awarded contractor shall agree to schedule a contract kick-off meeting to familiarize personnel with the terms and conditions of the contract.

**CONTRACT AWARD**

The County of Mercer shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the County, be held for consideration for such longer period as may be agreed.

- Check here if willing to hold the pricing consideration until the contract award.
- Check here if not willing to hold the pricing consideration until the contract award.

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**AUTHORIZED SIGNATURE**