



COUNTY OF UNION

OFFICE OF THE COUNTY COUNSEL
Robert E. Barry, Esq., County Counsel

420

August 31, 2009

**BOARD OF
CHOSEN FREEHOLDERS**

ALEXANDER MIRABELLA
Chairman

DANIEL P. SULLIVAN
Vice Chairman

ANGEL G. ESTRADA

CHESTER HOLMES

BETTE JANE KOWALSKI

RICK PROCTOR

DEBORAH P. SCANLON

RAYLAND VAN BLAKE

NANCY WARD

GEORGE W. DEVANNEY
County Manager

M. ELIZABETH GENIEVICH,
C.M.C., M.P.A.
*Deputy County Manager/
Director of Administrative
Services*

ROBERT E. BARRY, ESQ.
County Counsel

NICOLE L. DiRADO,
R.M.C., M.P.A.
Clerk of the Board

The Viva Group
50 Mount Bethel Road
Warren, New Jersey 07059


Re: BA-72-2009 Wallboard & Trim Installation

Dear Sir/Madam:

Enclosed herewith please find your fully executed copy of the agreement with reference to the above captioned matter.

Thank you.

Very truly yours,


ROBERT E. BARRY
County Counsel

REB/tp
Enc.

cc: Nicole L. DiRado, Clerk of the Board
Purchasing
County Counsel
Runnells Specialized Hospital

ADMINISTRATION BUILDING

Elizabethtown Plaza

Elizabeth, NJ 07207

(908)527-4250

fax(908)289-4230

www.ucnj.org

We're Connected to You!

BA#: 72-2009

BID OPENING ON:

June 24, 2009

CONTRACT REVIEWED AND APPROVED FOR AFFIRMATIVE ACTION LANGUAGE AND EVIDENCED BY:

BID ACCEPTANCE AGREEMENT AUTHORIZATION

By Resolution #

2009-75

AFFIRMATIVE ACTION OFFICER

DATE:

BIDS REVIEWED AND APPROVED AS TO FORM BY:

[Signature]
ASSISTANT COUNTY COUNSEL



Of the Board of Chosen Freeholders of



APPROVED AS TO SUFFICIENCY OF FUNDS BY:

[Signature]
DEPARTMENT OF FINANCE

DATE ADOPTED: 2/20/09

DATE: 7/8/2009

DATE: 7/28/09

SUFFICIENCY OF FUNDS

APPROPRIATION #	BID ITEM	EXPLANATION
	Runnells Specialized Hospital	ATTACHED PLEASE FIND
	WALLBOARD & TRIM INSTALLATION	Copy of recommendation letter from Joseph Sharp, Administrator Runnells Specialized Hospital
	The Viva Group 50 Mount Bethel Road Warren NJ, 07059 Vendor # - VIV00	
C-04-55-905-511-919	\$ 50,000.00	
C-04-55-905-512-919	\$ 49,368.10	
Total	99,368.10 (Not to Exceed)	AGREEMENT NECESSARY
		Original plus two copies of signed bid forms from the Viva Group
		WAGE DETERMINATION



COUNTY OF UNION

RUNNELLS SPECIALIZED HOSPITAL
Joseph W. Sharp, MS, LNHA, Administrator

2009 JUL 14 A 9:46
OFFICE OF THE COUNTY CLERK
COUNTY OF UNION, N.J.

**BOARD OF
CHOSEN FREEHOLDERS**

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Services*

ROBERT E. BARRY, ESQ.
County Counsel

NICOLE L. DIKADO,
R.M.C., M.P.A.
Clerk of the Board

TO: Michael Yuska
Director of Purchasing

FROM: Joseph Sharp
Administrator

DATE: July 9, 2009

RE: Wallboard & Trim Installation
BA# 72-2009 Opened: June 24, 2009

Upon review of the responses to the above mentioned bid, it is recommended that the contract be awarded to

The Viva Group LLC
50 Mount Bethel Road
Warren, NJ 07059

Vendor #THE41

Account Number: C-04-55-905-511-919: \$50,000.00
C-04-55-905-512-919: \$49,368.10

Total Amount: \$99,368.10

Contract period: completion of project

Thank you for your assistance with this matter.

A G R E E M E N T

THIS AGREEMENT made and entered into this 31st day of Aug 2009, by and between the COUNTY OF UNION, a Body Politic of the State of New Jersey, having its principal place of business at Union County Administration Building, Elizabethtown Plaza, Elizabeth, New Jersey, 07207 hereinafter referred to as County and The Viva Group, with it's principal office located at 50 Mouth Bethel Road, Warren, NJ 07059, hereinafter referred to as the Supplier.

WITNESSETH that the County and the Supplier, for the consideration hereinafter mentioned, mutually covenant and agree as follows:

I. SPECIFICATIONS

The Supplier for the sum not to exceed \$99,368.10 (this figure represents an estimate and shall not be construed as a guarantee) shall furnish all of the materials and where applicable, all equipment and supplies and perform all of the labor in accordance with the contract. Further, the Supplier will furnish and wallboard and trim installation in a good and workman like manner and in strict accordance with the bid plans and specifications, issued on June 24, 2009, attached hereto and made a part hereof. The Supplier will furnish and deliver all supplies as outlined in this contract. Further, this Supplier shall do everything referred to so as to complete such work as set forth by this Agreement, and attached Contract documents. The specifications, proposal, bid advertisement, if any, are incorporated in and made a part of this Agreement. The Supplier agrees to comply with all Federal and State Laws applicable to this Agreement.

2. DATES OF CONTRACT.

This contract shall commence upon execution of this Agreement.

The County reserves the right to terminate this Agreement with written notice to the Contractor thirty (30) days prior to such action.

If applicable, any extension of the original term of this Agreement shall be subject to the annual availability and appropriation of sufficient funds by the County of Union pursuant to N.J.S.A. 40A:11-15.

Further, if applicable, N.J.S.A. 40A:11-15 also provides that any price changes pursuant to extensions of the original term of this Agreement shall be based upon the price of the original Agreement as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve (12) months preceding the most recent quarterly calculation available at the time this Agreement is renewed.

3. INSURANCE.

On or before commencing the work the Supplier shall file with the County evidence of the insurance coverage required in the specifications. The policy shall state "All Bodily Injury and Property Damage arising out of continuous or repeated exposure to substantially the same general conditions is to be considered as arising out of one occurrence." Coverage shall be effective and continuous for the entire term of the Agreement. The County shall be named as additional insured on the policy. A Certificate of Insurance form must be completed in accordance with the attached specifications. Your insurance broker can assist you in obtaining the form and completing same.

INSURANCE REQUIREMENTS

The County of Union requires all bidders to be able to comply with the following insurance requirements. In the event a bid is accepted by the County of Union, the Bidder must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the County of Union.

INSURANCE REQUIREMENTS APPLICABLE TO ALL BIDDERS:

- A. Automobile Liability Insurance in an amount of not less than \$1,000,000.00 combined single limit for bodily injury and property damage liability. A certificate of such current insurance shall be provided to the County and shall reflect the provision of at least 30 days notice to the County before any major cancellation or major change may be made in the policy.
- B. Workers Compensation Insurance insuring the obligation of the Contractors and all subcontractors under the New Jersey Workers Compensation and Occupational Disease Laws as respects work performed under this Contract. Insurance shall be extended to include any obligations under the United States Longshoremen's and Harbor Workers Act or any maritime Act, when applicable.
- C. General Liability Insurance shall be provided on a Comprehensive General Liability Form with a Combined Single Limit of \$1,000,000.00 per Occurrence for Bodily Injury Liability and Property Damage Liability and shall include the interest of the County with Respect to work emanating from the Contract with the County. This instance shall include the following:
 - (i) Personal Injury Liability,
 - (ii) Blanket Contractual Liability applying to assumption of liability under any written Contract,
 - (iii) Products and/or Completed Operations Liability
- D. A Certificate of Insurance shall be filed with the County prior to commencement of the work. This Certificate shall contain a provision that insured afforded under the policies will not be canceled without at least 30 days prior written notice being given to the County and name the County as additional insured.

4. INDEPENDENT SUPPLIER STATUS

The Supplier and its employees, suppliers, subcontractors, agents and representatives are, for all purposes arising out of the Agreement, independent Suppliers and Subcontractors and not employees of the Union County. It is expressly understood and agreed that the Supplier and its employees, suppliers, subcontractors, agents and representatives shall in no event, as a result of the Agreement, be entitled to any benefit to which Union County employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

5. TERMINATION OF CONTRACT

If, through any cause, the successful Supplier fails to fulfill in timely and proper manner its contractual obligations, or if the Supplier violates any of the warranties or stipulations of its contract, the County will thereupon have the right to terminate such contract by giving ten days written notice to the Supplier of such termination and cause therefore, and specifying the effective date of such termination.

In addition, Union County may terminate the Contract without cause by first giving thirty (30) days prior written notice of its intent to do so.

Notice hereunder shall be deemed to have been sufficiently given if given in person to the Supplier, or sent by registered mail at the addresses specified in the Contract.

6. CHANGES AND MODIFICATIONS

The parties may from time to time during the term of the Agreement make changes, or other modifications to the Agreement. Such modifications shall only be made in writing and by mutual agreement. Any such changes shall be agreed to by the Director of the applicable department and the Union County Purchasing Department.

7. SEVERABILITY

If any of the provisions of the contract are invalid or unenforceable, such invalidity will not void the entire contract, but rather the entire contract shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly.

Notwithstanding the above, the Supplier shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract.

8. PERFORMANCE BOND

When required by the specifications, the Performance Bond form must be completed in accordance with same. The proper corporate officers must execute same where indicated on all copies of said bond. If the Supplier is a corporation, the Secretary must affix the corporate seal to each Agreement over his/her signature.

9. DISCRIMINATION

The Company acknowledges that they have a copy of the "New Jersey Law Against Discrimination" and of the Rules and Regulations thereon issued by the Division of Civil Rights, and shall fully comply therewith as applicable.

10. AFFIRMATIVE ACTION

The attached document titled "Exhibit A: Mandatory Affirmative Action Language for General Service Contractors" as prescribed by P.L. 1975, c. 127 and N.J.A.C. 17:27, is incorporated herein and made a part of this agreement by this reference.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

9. BUSINESS REGISTRATION CERTIFICATE

In accordance with P.L. 2004, Chapter 2004, no contract shall be entered into by the County unless the Vendor provides a copy of its business registration in accordance with the following schedule:

(1) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted; or

(2) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the contracting unit may waive this requirement if a business registration has been previously provided to the contracting agency.

Further, a subcontractor shall provide a copy of its business registration to the Vendor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides proof of valid business registration. The contracting agency shall file all business registrations received by the contracting agency with other procurement documents related to the contract.

The Vendor shall maintain and submit to the County a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract.

(REVISED 1/05)

11. PAYMENT

Payment requests are indicated in the bid specifications, which are attached hereto and made a part hereof.

12. COMPLIANCE WITH STATUTE

It is understood and agreed that should **N.J.S.A. 10:2-1** et seq; **24:10-57.1** and **57.2;** **34:11-56.25;** **40A:11-18** or **52:33-1**, together with any amendment or supplement thereto, be applicable to this contract and should said statute not be complied with, then this contract shall be voidable at the option of the County.

13. FORCE MAJEURE

Neither party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, strikes or other industrial disturbances, accidents, war, riot, insurrection or other causes beyond the control of the parties.

14. DISCRIMINATION

This Supplier acknowledges that he has a copy of the New Jersey Law Against Discrimination and of the Rules and Regulations thereon issued by the Division of Civil Rights, and shall fully comply therewith as applicable.

15. INDEMNIFICATION

The Supplier shall indemnify and hold harmless the County and its officers, agents and employees from and against any and all claims for damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the contract which is attributable to personal injury, including bodily injury, property damage and the loss of use resulting therefrom, or the loss of use of tangible property, which has not been physically injured or destroyed, and is caused in whole or in part by an act or omission of the Supplier, any

subcontractor of the supplier or any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

16. CLAIMS

The Supplier agrees to furnish the County with evidence that all claims either for damages, material furnished or labor supplied have been satisfied and paid in full.

17. WITHHOLDING PAYMENT

The Supplier acknowledges that the County may at its option withhold payment until such claims, if any, for damages that may arise in connection herewith shall have been settled and liquidated by the Supplier.

18. GENERAL NOTICE

All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons of process.

19. MISCELLANEOUS

This agreement shall be governed by and construed under the laws of the State of New Jersey. The Supplier irrevocably agrees that, subject to Union County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in the courts having status within the State of New Jersey, and the Supplier consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State.

20. WAIVER

No term or provision of the Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself nor a waiver or consent to any subsequent breach. The headings of articles, paragraphs and sections in the Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

21. ENTIRE AGREEMENT

It is expressly agreed that the provisions set forth in the Bid Specifications and this agreement constitutes all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Specifications are of no force and effect.

22. ASSIGNMENT

The successful Supplier is prohibited from assigning, transferring, conveying, or otherwise disposing of its agreement or its rights, title, obligation or interest therein to any other person, company or corporation without prior written consent and approval of the County. If such a transfer without consent occurs, the County may refuse to carry out its contract with either the Assignor or Assignee, and reserves all rights of action for breach of the contract.

23. SUBCONTRACTING

The subcontracting of this contract will not be permitted without the expressed written consent of the County of Union.

24. PRICE CHANGES

All prices shall be firm and not subject to increase during the period of this contract.

25. COOPERATION WITH OTHER SUPPLIERS

The Supplier shall fully cooperate with other Suppliers of the County of Union, the County of Union's employees, or the employees of others as may be required by circumstances or directed by the County of Union.

26. LICENSES AND PERMITS

The Supplier shall be responsible for payment of any and all taxes and for obtaining any necessary or required licenses, permits required by Federal, State, County or local law or ordinance. In the event a sales tax or similar tax is imposed, Union County shall reimburse Supplier for said tax, provided that the Supplier has advised the vendor of the County's tax exempt status and the assessment is legal.

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

ATTEST:

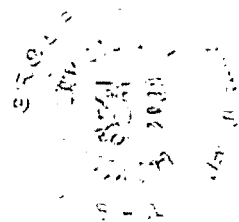
COUNTY OF UNION

N. Dirado
NICOLE L. DIRADO, CLERK
Board of Chosen Freeholders

BY George Devaney / SB
GEORGE W. DEVANNEY
County Manager

APPROVED AS TO FORM

[Signature]
ROBERT E. BARRY, ESQ.
County Counsel



ATTEST:

The Viva Group

Corporate Secretary/Notary Public

[Signature]
Authorized Signatory

FRANK VICENDESE
Print Name

PRESIDENT
Print Title

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/04/2009												
PRODUCER (973)539-9300 FAX (973)605-1293 James A. Connors Assoc., Inc. 225 Madison Avenue P.O. Box 336 Morristown, NJ 07963-0336		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED THE VIVA GROUP LLC PO BOX 192 BERKELEY HEIGHTS, NJ 07922		<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Ins.Co.of the Midwest</td> <td>37476</td> </tr> <tr> <td>INSURER B: Hartford Underwriters Ins Co</td> <td>30104</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Ins.Co.of the Midwest	37476	INSURER B: Hartford Underwriters Ins Co	30104	INSURER C:		INSURER D:		INSURER E:	
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INSURER E:														

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDN LYR ENDR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	13SBAPS3154	01/22/2009	01/22/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ/EST <input type="checkbox"/> LOC					
	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	13SBAPS3154	01/22/2009	01/22/2010	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	13SBAPS3154	01/22/2009	01/22/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
		DEDUCTIBLE				\$
	RETENTION \$				\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	13WECC#0862	01/29/2009	01/29/2010	<input checked="" type="checkbox"/> NO STATUS TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
	OTHER					
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER County of Union Elizabethtown Plaza Elizabeth, NJ 07207	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE James Connors, Jr./MARTIN

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
P.O. BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
THE VIVA GROUP, LLC

TRADE NAME:

TAXPAYER IDENTIFICATION#:
223-842-010/000

SEQUENCE NUMBER:
0954013

ADDRESS:
50 MOUNT BETHEL ROAD
WARREN NJ 07058

ISSUANCE DATE:
09/28/04

EFFECTIVE DATE:
10/29/01

FORM-BRC(08-01)

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

BIDDER SIGNATURE PAGE

Rev. 9/20/05

1. If doing business under a trade name, partnership or a sole proprietorship, you must submit the bid under exact title of the trade name, partnership, or proprietorship, and the bid must be signed by either the owner or a partner and witnessed by a notary public.
2. If a Corporation, the bid must be signed by the President or Vice President and witnessed by Corporate Secretary, (Corporate title must be exact) and affix corporate seal.
3. Other persons authorized by Corporate Resolution to execute agreements in its behalf may also sign the bid documents (pages).
4. The Person who signs this bid form must also sign the Non-Collusion Affidavit.
5. You cannot witness your own signature.

THE VIVA GROUP LLC
NAME OF BIDDER

50 MOUNT BETHEL RD
ADDRESS OF BIDDER

WARREN N.J. 07059

SIGNATURE
CORPORATE SECRETARY

TELEPHONE: 908.754.4944

FAX: 908.754.2155

EMAIL: theviva@optonline.net

PRINT NAME AND TITLE
CORPORATE SECRETARY

BY: Frank Vicenese
SIGNATURE

7/27/09
Cheryl Marie Mergott

CHERYL MARIE MERGOTT
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCTOBER 18, 2011

7/27/09
DATE

AFFIX CORPORATE SEAL

FRANK VICENESE, PRESIDENT
PRINT OR TYPE NAME AND TITLE

WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR BID AS NON-RESPONSIVE

ORIGINAL

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE AND INSTALL WALLBOARDS AND TRIM FOR RUNNELLS SPECIALIZED HOSPITAL IN ACCORDANCE TO THE SPECIFICATION. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE			SUB TOTAL
1	78	X	\$ [¢] <u>105.81</u>	EA	=	\$ <u>8253.18</u>

CHECK ONE:

AS SPECIFIED
 OTHER: BRAND: INPRO # 54N

2	496	X	\$ [¢] <u>6.91</u>	EA	=	\$ <u>3427.36</u>
---	-----	---	-----------------------------	----	---	-------------------

CHECK ONE:

AS SPECIFIED
 OTHER: BRAND: INPRO

3	178	X	\$ [¢] <u>6.91</u>	EA	=	\$ <u>1229.98</u>
---	-----	---	-----------------------------	----	---	-------------------

CHECK ONE:

AS SPECIFIED
 OTHER: BRAND: INPRO

4	118	X	\$ <u>12.54</u>	EA	=	\$ <u>1479.72</u>
---	-----	---	-----------------	----	---	-------------------

CHECK ONE:

AS SPECIFIED
 OTHER: BRAND: INPRO

NAME OF BIDDER: THE VIVA GROUP LLC

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE			SUB TOTAL
5	24	X	\$ <u>266.75</u>	EA	=	\$ <u>6402.00</u>

CHECK ONE:

AS SPECIFIED
 OTHER: BRAND: INPRO

6	6	X	\$ <u>63.41</u>	EA	=	\$ <u>380.46</u>
---	---	---	-----------------	----	---	------------------

CHECK ONE:

AS SPECIFIED
 OTHER: BRAND: INPRO

7	34	X	\$ <u>92.78</u> ^(W)	EA	=	\$ <u>3154.52</u>
---	----	---	--------------------------------	----	---	-------------------

CHECK ONE:

AS SPECIFIED
 OTHER: BRAND: INPRO

8	14	X	\$ <u>31.53</u>	EA	=	\$ <u>441.42</u>
---	----	---	-----------------	----	---	------------------

CHECK ONE:

AS SPECIFIED
 OTHER: BRAND: INPRO

NAME OF BIDDER: THE VIVA GROUP LLC

ORIGINAL

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	SUB TOTAL
9	114 X	\$ <u>57.89</u> EA =	\$ <u>6599.46</u>

CHECK ONE:

AS SPECIFIED

OTHER: BRAND: TOTAL PLASTICS INC

10 LABOR \$ 68,000.00

GRAND TOTAL \$ 99,368.10
(NOT TO EXCEED)

NAME OF BIDDER: THE VIVA-GROUD LLC.

ORIGINAL

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c. 33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

CHECK ONE

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

Complete if the bidder/respondent is one of the 3 types of corporations:

Date Incorporated: OCT 11, 2001 Where Incorporated: NEW JERSEY

BUSINESS ADDRESS:

50 MOUNT BETHEL RD WARREN N.J 07059
Street Address City State Zip
Code
908. 754. 4944 908. 754. 2155
Telephone # Fax #

Pursuant to N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, c. 33, no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

ORIGINAL

STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1. FRANK VICENDESE	[REDACTED]	PRESIDENT	100%
2.			
3.			
4.			
5.			

If one or more of the owners of the Bidder is itself a corporation or partnership, then for that corporation or partnership owner you must set forth the name, home address, title and percentage of ownership of every person who is an owner of that corporation or partnership.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

Subscribed and sworn before me this 24th day of

June, 2009.

(Notary Public)

My Commission expires:

[Handwritten signature of Notary Public]

**DONNA M PANKOWSKI
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 11, 2010**

[Handwritten signature of Frank Vicendese]

(Affiant)

FRANK VICENDESE, PRESIDENT

(Print name & title of affiant)

(Corporate Seal)

ORIGINAL

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF NEW JERSEY

COUNTY OF UNION

SS:

I FRANK VICENDESE of the City of BERKELEY HEIGHTS, in the County of UNION and the State of NEW JERSEY, of full age, being duly sworn according to law, on my oath depose and say that: I am PRESIDENT of the firm of THE VIVA GROUP LLC, the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation 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 COUNTY OF UNION, NEW JERSEY relies upon the truth of the statements contained in said Proposal and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an 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 THE VIVA GROUP LLC (N.J.S.A. 52:34-15).
NAME OF CONTRACTOR

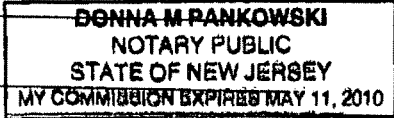
[Signature]
Sign Name Here

(Original signature only; stamped signature not accepted)

Subscribed and sworn to before
Me this 24th day of June, 2009.

[Signature]
Notary Public of the State of _____

My Commission expires _____



NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:
1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note: The person who signed the bid form for the bidder should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOU BID WILL BE REJECTED.

ORIGINAL

AFFIRMATIVE ACTION REQUIREMENT

Rev. 6/29/93

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

A. Procurement, Professional & Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following: **PLEASE CHECK ONE**

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

If successful vendor does not submit the affirmative action document within the seven days the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

THE VIVA GROUP LLC

Print or type FIRM NAME here

Frank Vicendese PRESIDENT

Sign NAME and TITLE here

(Original signature only, stamped signature not accepted)

FRANK VICENDESE PRESIDENT

Print or type NAME and TITLE here

JUNE 23, 2009

Print or type DATE

STATE OF NEW JERSEY
Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: **22-2843010**

2. TYPE OF BUSINESS: 1. MFG 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: **4**

4. COMPANY NAME: **THE VIVA GROUP LLC**

5. STREET: **50 MOUNT BETHEL RD** CITY: **WARREN** COUNTY: **SOMERSET** STATE: **N.J.** ZIP CODE: **07059**

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): **N/A** CITY: STATE: ZIP CODE:

7. CHECK ONE: IS THE COMPANY: SINGLE ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ:

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: **4**

10. PUBLIC AGENCY AWARDDING CONTRACT: CITY: COUNTY: STATE: ZIP CODE:

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/moo-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN												
	COL 1 TOTAL (Cols. 2 & 3)	COL 2 MALE	COL 3 FEMALE	MALE					FEMALE					NON MIN.		
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.			
Officials/Managers		1														
Professionals																
Technicians																
Sales Workers			1	1												
Office & Clerical			1													
Craftworkers (Skilled)																
Operatives (Semi-skilled)																
Laborers (Unskilled)																
Service Workers																
TOTAL		1	2	1												
Total employment From previous Report (if any)																
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.															

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
 1. Visual Survey 2. Employment Record 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
 From: To:

14. IS THIS THE FIRST Employee Information Report Submitted?
 1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED
 MO. DAY YEAR
6/20/09

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): **FRANK VICENDESE** SIGNATURE: *[Signature]* TITLE: **PRESIDENT** DATE: **7/27/09**

17. ADDRESS NO. & STREET: **50 MOUNT BETHEL RD** CITY: **WARREN** COUNTY: **SOMERSET** STATE: **N.J.** ZIP CODE: **07059** PHONE (AREA CODE, NO., EXTENSION): **908-754-4944**

I certify that the information on this Form is true and correct.

ORIGINAL

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Name FRANK VICENOESE (Please print or type)

Signature  Date JUNE 23, 2009

NAME OF BIDDER: THE VIVA GROUP LLC

ORIGINAL

BUSINESS REGISTRATION CERTIFICATE

Mandatory Requirement

P.L. 2004, c57, requires that effective September 1, 2004; a contracting agency must receive proof of the bidder's business registration with the bid submission. If subcontractors are named on the bid, proof of the business registration for each must be provided with the bid submission. Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS	
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT TAXPAYER IDENTIFICATION#: 070-007-002000 ADDRESS: 647 ROEBLING AVE TRENTON NJ 08611 EFFECTIVE DATE: 09/01/01 <small>FORM-BRC(08-01)</small>	TRADE NAME: CLIENT REGISTRATION SEQUENCE NUMBER: 000010 ISSUANCE DATE: 07/16/04

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	647 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
2004101411232633	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
TAXPAYER NAME: THE VIVA GROUP, LLC TAXPAYER IDENTIFICATION#: 223-842-010/000 ADDRESS: 50 MOUNT BETHEL ROAD WARREN NJ 07059 EFFECTIVE DATE: 10/29/01 <small>FORM-BRC(08-01)</small>	TRADE NAME: SEQUENCE NUMBER: 0854013 ISSUANCE DATE: 09/28/04
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

ORIGINAL

Contractor Registration Advisement
For Public Works Projects

A new law, known as "The Public Works Contractor Registration Act" (P.L. 1999, c.238), became effective April 11, 2000. Under the Act, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in Section 2 of P.L. 1963, c.150 (C:34:11-56.26), unless that contractor/subcontractor is registered with the New Jersey Department of Labor. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements. The registration fee has been set at \$300.00 per year. Upon the effective date of the Act, public bodies will be expected to request production of such a certificate from those bidding on or engaging in public works projects.

It is important to note that the term "contractor", is defined in the Act as a "person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provision of the "New Jersey Prevailing Wage Act", P.L. 1963, c.150 (C:34:11-56.25, et seq.) for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor as defined herein: except that, for the purposes of the act, no pumping station, treatment plant or other facility associated with utility and environmental, construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or a public institution".

Registration forms, copies of the Act, and other relevant information can be obtained by contacting:

Contractor Registration Unit
New Jersey Department of Labor
Division of Wage & Hour Compliance
PO Box 389
Trenton, New Jersey 08625-0389
Telephone: 609-292-9464
Fax: 609-633-8594
E-mail: contreg@dol.state.nj.us

SEE ATTACHED

Registration Date: 07/16/2009
Expiration Date: 07/15/2010



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

ORIGINAL

Responsible Representative(s):
Frank Vicendese, President

David J. Socolow, Commissioner
Department of Labor and Workforce Development

The Va Group
2009

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

EXPERIENCE STATEMENT

County of Union, Elizabeth, NJ

Provide references of facilities presently under contract with similar installations of what is requested within these specifications. Include the names and phone numbers of the main contact person at each facility.

1)

~~ALONE~~

MR. ED COOK

AT&T

340 MT KEMBLE AVE

MORRISTOWN N.J


973-216-2670

2)

WILLIAM TALARICO

N.J. TRANSIT

732-547-8869

IF YOU NEED ADDITIONAL, PLEASE CONTACT ME AT
YOUR CONVENIENCE. 

Cell phone#
Redacted
per OPRA.

NAME OF BIDDER: THE VIVA GROUP LLC

ORIGINAL

STOCK COLORS

Provide a list of stock colors available.

UPON AWARD OF CONTRACT

NAME OF BIDDER: THE VIVA GROUP LLC

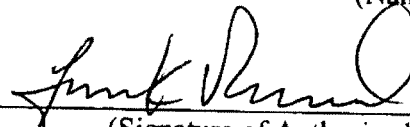
ORIGINAL

COUNTY OF UNION
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda(s):

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: THE VIVA GROUP LLC
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name: FRANK VICENOSE
(Print or Type)

Title: PRESIDENT

Date: JUNE 23, 2009

Please Do Not submit if you did not receive Addenda(s)

NAME OF BIDDER: THE VIVA GROUP LLC

ORIGINAL



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES

M. Elizabeth Genievich, C.M.C., M.P.A.

Deputy County Manager/Director, Department of Administrative Services

WALLBOARD & TRIM INSTALLATION

BA# 72-2009

BOARD OF CHOSEN FREEHOLDERS

ALEXANDER MIRABELLA
Chairman

DANIEL P. SULLIVAN
Vice Chairman

ANGEL G. ESTRADA

CHESTER HOLMES

BETTE JANE KOWALSKI

RICK PROCTOR

DEBORAH P. SCANLON

RAYLAND VAN BLAKE

NANCY WARD

GEORGE W. DEVANNEY
County Manager

M. ELIZABETH GENIEVICH,
C.M.C., M.P.A.
Deputy County Manager/
Director of Administrative
Services

ROBERT E. BARRY, ESQ.
County Counsel

NICOLE L. DIRADO,
R.M.C., M.P.A.
Clerk of the Board

MICHAEL M. YUSKA Q.P.A.
Director of Purchasing

BID SUBMISSION CHECK LIST

1. Bid Form Page(s)
2. Bidder Signature Page – fill out completely
3. Stockholder Disclosure Certification - (2 pages) fill out completely and notarize
4. Non-Collusion Affidavit – fill out completely and notarize
5. Affirmative Action Requirement
6. Americans with Disabilities Form
7. Copy of State of NJ Department of Treasury Business Registration Certificate
8. Stock Color List
9. Experience Statement
10. Addenda Receipt Form - ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED
11. Certificate from New Jersey Department of Labor – Public Works Contractor Registration Act

Date: 6/23/09 Each bidder should complete this form and initial each entry

NAME OF BIDDER: THE VIVA GROUP LLC

NOTE: ALL QUESTIONS PERTAINING TO THIS BID ARE TO DIRECTED TO THE DIVISION OF PURCHASING AT (908) 527-4053 OR (908) 527-4131

DIVISION OF PURCHASING

Elizabethtown Plaza

Administration Building
Elizabeth, NJ 07207 (908) 527-4130

fax (908) 558-2

We're Connected to You!

ORIGINAL



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES
M. Elizabeth Genievich, C.M.C., M.P.A.
Deputy County Manager/Director, Department of Administrative Services

**BOARD OF
CHOSEN FREEHOLDERS**

ALEXANDER MIRABELLA
Chairman

DANIEL P. SULLIVAN
Vice Chairman

ANGEL G. ESTRADA

CHESTER HOLMES

BETTE JANE KOWALSKI

RICK PROCTOR

DEBORAH P. SCANLON

RAYLAND VAN BLAKE

NANCY WARD

GEORGE W. DEVANNEY
County Manager

M. ELIZABETH GENIEVICH,
C.M.C., M.P.A.
*Deputy County Manager/
Director of Administrative
Services*

ROBERT E. BARRY, ESQ.
County Counsel

NICOLE L. DIRADO,
R.M.C., M.P.A.
Clerk of the Board

MICHAEL M. YUSKA Q.P.A.
Director of Purchasing

MEMO TO: All Bidders

FROM: Michael M Yuska, Director

DATE: June 19, 2009

RE: **Wallboard and Trim Installation**
BA# 72-2009 **DUE: June 24, 2009**

Attached are the meeting minutes for the above mentioned bid which was held on June 18, 2009 at Runnells Specialized Hospital.

Thank you.

DIVISION OF PURCHASING

Elizabethtown Plaza

Elizabeth, NJ 07207

Administration Building
(908)527-4130

fax(908)558-2548

www.ucnj.org

We're Connected to You!

Wallboard prebid meeting

June 18, 2009

Mr. Lawrence Dinardo conducted the meeting.

Q: measurements provide, or are we to do our own?

A: use measurements provided in specs

Q: who moving electric?

A: RSH staff

Q: joint offset ok?

A: yes, will mean less waste

Q: storage available?

A: yes, material may be stored in RSH storage shed. May be able to put some in the Auditorium.

Q: can we roll out the goods for settling?

A: yes, in shed

Q: number of rooms to be done a week?

A: start at 2, if moves quickly, perhaps go to 3 or 4 a week

Q: number of rooms/type

A: 8 single + 58 double = 64 rooms to be done

Q: cove base done at same time as boards, or later?

A: at same time

Q: who will trim top of wallboard on bed headboard wall?

A: RSH staff will finish it

Q: cutouts on walls required?

A: only on wall where nightlight and outlet are currently located

Q: will sink be in place?

A: no, sink will be removed, all of room will be empty

Q: who responsible for elevator and patient safety?

A: RSH maintenance staff will arrange for elevator use and will place safety barriers, etc. for patient/resident safety as materials, tools, etc. are transported to the work site.

Vendors were invited to look at work site and to take measurements.
Some did, some did not.

UNION COUNTY OF UNION: Notice to Bidders
SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on June 24, 2009 at 2:00 p.m. prevailing time in the 3rd Floor Conference Room, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:
WALL BOARD AND TRIM INSTALLATION
in accordance with the specifications and forms of the bid packages furnished by the Division of Purchasing. The County reserves the right to reject any and all bids and to waive any and all informalities in the bid. A pre-bid meeting will be held on June 18, 2009 at 9:30 am. The meeting will be held at Runnels Specialized Hospital, 40 Watchung Way, Berkeley Heights NJ. Call Ray Rapuano at 908-771-5866 for information. Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. No late bids will be accepted. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Bid packages may be obtained in person from the Division of Purchasing (3rd floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130. Michael M. Yuska-Director of Purchasing. \$63.00



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES
M. Elizabeth Genievich, C.M.C., M.P.A.
Deputy County Manager/Director, Department of Administrative Services

WALLBOARD & TRIM INSTALLATION BA# 72-2009

BOARD OF CHOSEN FREEHOLDERS

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C.M.C., M.P.A.
Deputy County Manager/
Director of Administrative
Services

ROBERT E. BARRY, ESQ.
County Counsel

NICOLE L. DIRADO,
R.M.C., M.P.A.
Clerk of the Board

MICHAEL M. YUSKA Q.P.A.
Director of Purchasing

BID SUBMISSION CHECK LIST

- _____ 1. Bid Form Page(s)
- _____ 2. Bidder Signature Page – fill out completely
- _____ 3. Stockholder Disclosure Certification - (2 pages) fill out completely and notarize
- _____ 4. Non-Collusion Affidavit – fill out completely and notarize
- _____ 5. Affirmative Action Requirement
- _____ 6. Americans with Disabilities Form
- _____ 7. Copy of State of NJ Department of Treasury Business Registration Certificate
- _____ 8. Stock Color List
- _____ 9. Experience Statement
- _____ 10. Addenda Receipt Form - ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED
- _____ 11. Certificate from New Jersey Department of Labor – Public Works Contractor Registration Act

Date: _____ Each bidder should complete this form and initial each entry

NAME OF BIDDER: _____

**NOTE: ALL QUESTIONS PERTAINING TO THIS BID ARE TO DIRECTED TO
THE DIVISION OF PURCHASING AT (908) 527-4053 OR (908) 527-4131**

DIVISION OF PURCHASING

Elizabethtown Plaza

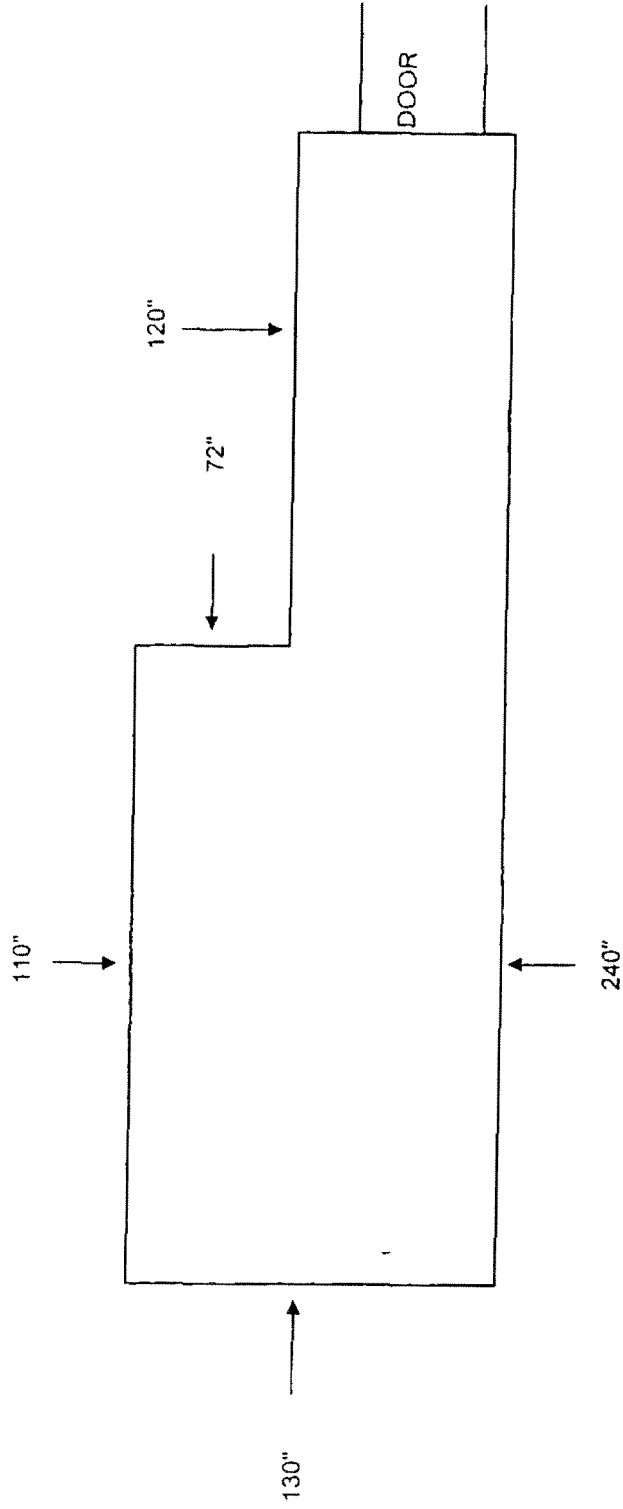
Administration Building
Elizabeth, NJ 07207 (908)527-4130 fax(908)558-2548

www.ucnj.org

We're Connected to You!

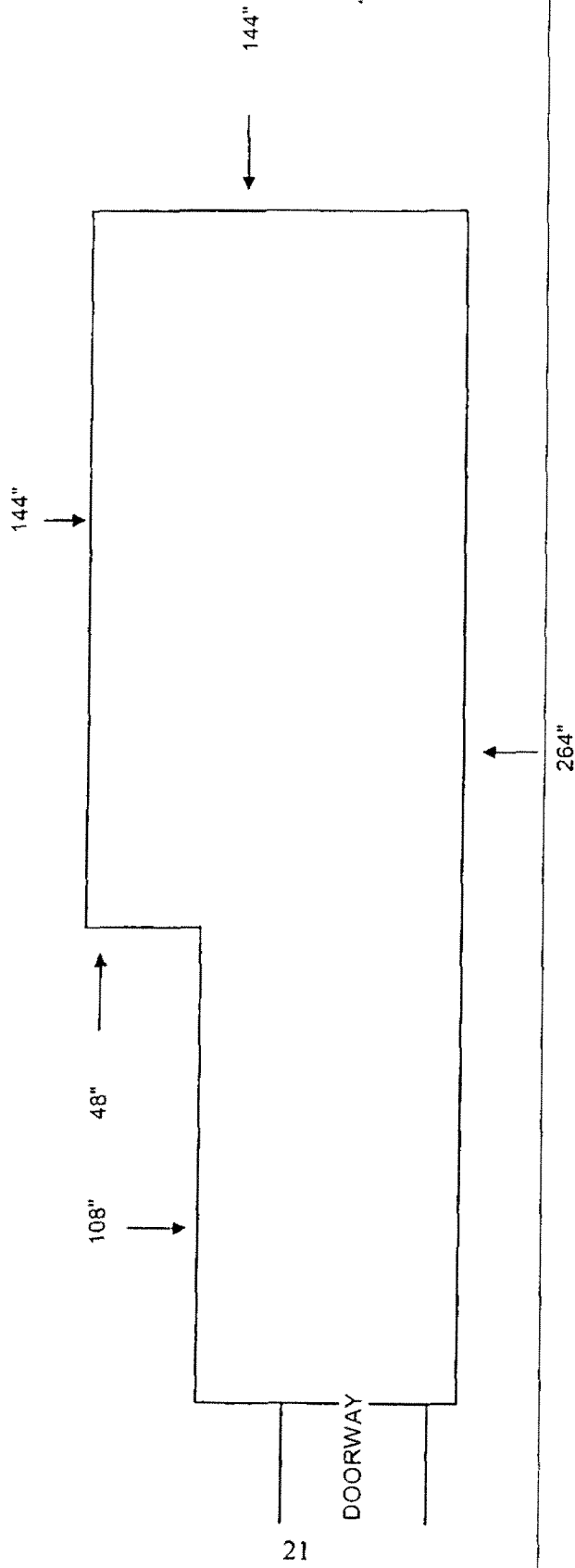
EXHIBIT A

RUNNELLS SPECIALIZED HOSPITAL OF UNION COUNTY, NJ
APPROXIMATE SINGLE OCCUPANCY ROOM DIMENSION



RUNNELLS SPECIALIZED HOSPITAL OF UNION COUNTY, NJ
APPROXIMATE DOUBLE OCCUPANCY ROOM DIMENSION

EXHIBIT B



GENERAL SPECIFICATIONS

Revised August, 2006
Goods & Services

1. RECEIPT OF BIDS

The Division of Purchasing will receive sealed bids for this work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey on the date and time and in the place noted on the sheet marked "Notice to Bidders"

Bids for this work should be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the bid and the bid opening date and time clearly marked on the outside. Any outer shipping container must be marked in the same way. Refer to the sheet marked "Notice to Bidders" for the correct name of the bid and the bid opening date.

The County will not assume responsibility for bids forwarded by U.S. mail or any other delivery service. It is the bidder's responsibility to see that the bids are presented to the Purchasing Division at the time and place designated. Under no circumstances will a bid be accepted after the time designated for the bid opening.

All Bid Form pages are to be filled out with a typewriter or pen and ink. The bidder in ink must initial erasures or alterations. Bid prices will be accepted only on the Bidding Sheet supplied. In the event there is a discrepancy between any unit price given and the extended total, the unit price will govern. Any discrepancies will be mathematically adjusted.

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6(d).

The County reserves the right to reject any or all bids and also reserves the right to waive any non-material defects in the bids received.

All delivery costs (FOB Union County Ship to Address) shall be included in the total bid prices, unless the bid specifications specifically state otherwise.

N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and these should not be included in the prices provided on the Bidding Sheet.

The Bidder's Signature Page, Non-Collusion Affidavit, and Bidder's Disclosure Statement must be completely filled out and submitted in the sealed bid. If specified, Equipment Statement, Experience Statement, Bid Bond, Consent of Surety, N.J. Public Works Contractor's Registration Certificate, a State of New Jersey Department of the Treasury Business Registration Certificate and List of Sub-contractors must also be included in the sealed bid. Refer to the Bid Document Submission Checklist for all required documents.

2. BID AND PERFORMANCE GUARANTEE

If specified, each bidder must furnish a guarantee in the form of a Bid Bond, Certified Check or Bank Cashier's Check in the required amount as specified on the Bid Document Submission Checklist page. Checks shall be drawn to the order of the County of Union, New Jersey.

If specified, each bidder must furnish with the bid, the Consent of Surety form signed by a Surety Company stating that if the bid is accepted the Surety Company which provides the Consent shall be required to furnish a Performance Bond in the amount as specified on the Bid Document Submission Checklist page. Such Surety Company will provide the Contractor with Bonds guaranteeing the faithful performance of the work in accordance with the specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this work. The Performance Bond will be required at the time of the signing of the Contract and will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel. The Performance Bond will have a term equal to the entire contract period. In lieu of the Consent of Surety, the Bidder **MAY** submit a Certified Check for the required amount.

The County of Union shall award the contract or reject all bids within sixty (60) days, except that the bids of any bidders' who consent thereto may, at the request of the County, be held for consideration such longer periods as may be agreed.

The County will return all bid guarantees after the bids have been opened, read, tabulated and checked except those of the three (3) bidders whose bids are considered the lowest responsible bids. The bid bonds of the low three (3) bidders will be returned within ten (10) days of the date of the award of the contract.

If the successful bidder refuses or neglects to sign the said Agreement and/or fails to furnish the required performance bond, the Surety of such bidder will be held and used by the County as liquidated damages for such refusal or neglect.

3. QUALIFICATION OF BIDDERS

The County of Union may make such investigation, as it deems necessary to determine the ability of bidder to perform the work. The County of Union reserves the right to reject any bid if investigation of such bidder fails to satisfy the County of Union that such bidder is properly qualified to carry out obligations of Contract, and to complete work contemplated therein.

Bidders are required to submit the names and addresses of the officers or principals of the Corporation, Firm or Partnership submitting a proposal or bid. Failure to comply will result in the rejection of such bid as non-responsive.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter or nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

4. RESERVATIONS

The County reserves the right to reject any or all bids and also reserves the right to waive any non-material defects in the bids received. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Union, New Jersey.

5. AWARD AND EXECUTION OF CONTRACTS

The County of Union, in accordance with N J S A 40A 11-24, shall award the contract or reject all bids within 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 periods as may be agreed.

When two or more low bids are equal in all respects, awards will be made according to the provisions of N J S A 40A 11-6 1(d).

6. BRAND NAMES

Whenever an item specified by manufacturer's model number, brand or trade name, it is understood that such description is only for the purpose of defining the level of quality desired, and does not in any way restrict bidding to the named brand. Bids on other brands may be submitted by any responsible supplier, provided such brands are equal to or better than the one named in the specifications. However, the burden of proof as to the comparative quality and suitability of alternate or substitute equipment, articles or materials lies with the bidder and, he shall furnish, at his own expense, all information necessary or related thereto as required by the County of Union. The County of Union shall be the sole judge as to the comparative quality and suitability of alternate or substitute equipment, articles, or materials, and the decision shall be final.

The trade name(s) or brand name(s) offered must be shown on the vendor's response bid form pages.

7. PATENT CLAIMS

The successful bidder (contractor) shall protect and save the County harmless from all and every demand for damages, royalties, or fees on any patented invention used by it in connection with the supplies furnished under this contract hereunder, and it shall be the duty of the contractor, if so demanded by the County, to furnish said County with proper legal release or indemnity from and against all such claims and any and all payments due under such contract are furnished if the County so elects.

8. INSURANCE REQUIREMENTS

The County of Union requires all bidders to be able to comply with the following insurance requirements. In the event a bid is accepted by the County, the bidder must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the County.

1. General Liability Insurance will be provided on a Comprehensive General Liability form with a combined single limit of \$1,000,000.00 per occurrence for Bodily Injury Liability and Property Damage Liability and will include the interest of the County with respect to work emanating from the Contract with the County. This insurance will include the following:
 - a. Personal Injury Liability
 - b. Blanket Contractual Liability applies to assumption of liability under any written Contract
 - c. Coverage for A, X, C, U exposures, relating to excavation, blasting, underground damage
 - d. Broad Form Property Damage Liability
 - e. Products and/or Completed Operations Liability
2. Workers Compensation Insurance insuring the obligations of the Contractor and all Subcontractors under the New Jersey Workers Compensation and Occupational Disability Laws as respects to work performed under the Contract. Insurance will be extended to include any obligations under the United States Longshoremen's and Harbor Workers Act or any maritime act, when applicable.
3. Automobile Liability Insurance in any amount of not less than \$500,000.00 combined single limits for Bodily Injury and Property Damage Liability. A certificate of such current insurance will be provided to the County and will reflect the provision of at least thirty (30) days notice to the County before any major cancellation or major change may be made in the policy.

A certificate of Insurance will be filed with the County prior to commencement of any work. This certificate will contain a provision that insurance afforded under the policies will not be canceled without at least thirty (30) days prior written notice being given to the County.

9. INDEMNIFICATION REQUIREMENTS

The Supplier shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the contract which is attributable to personal injury, including bodily injury, property damage and the loss of use resulting therefrom, or the loss of use of tangible property, which has not been physically injured or destroyed, and is caused in whole or in part by an act or omission of the Supplier, any subcontractor of the supplier, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10. NON-DISCRIMINATION

The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10-2-1 through 10-2-4, N.J.S.A. 10-5-31 through 10-5-38 et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereto are hereby made a part of this contract and are binding on them. The bidder agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this bid because of color, race, creed, religion, national origin or ancestry.

11. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

12. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss on account thereof.

13. CONTRACTOR'S EMPLOYEES

The Contractor must employ only suitable and competent labor in the work, and must remove from the work any incompetent, unsuitable, or disorderly person upon complaint from the County

The parties to any contract resulting from this bid do hereby agree that the provisions of N J S A 10 2-1 through 10 2-4 (discrimination in employment on public works contracts) 34 11-56 25 et seq (payment of prevailing rate of wages determined pursuant to N J S A 34 11-56 30 by the Commissioner), and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of any contract and are binding upon them

There will be no discrimination against any employee who is employed in the work to be covered by any contract resulting from this bid because of age, race, creed, color, national origin, ancestry, marital status or sex

Any person, firm, or corporation violating the provisions of this Section will be deemed and judged a disorderly person

14. PAYMENT OF WAGES OR BENEFITS WITHIN TIME

The County of Union requires all bidders to comply with N J S A 2C 40 A-2 Failure of an employer to pay wages or benefits within time specified will result in a penalty for the violation

"In addition to any other penalty or punishment otherwise prescribed by law, any employer who is party to an agreement made with a collective bargaining agent or with an individual employee which requires the payment of (a) wages or of benefits, or (b) contributions for the support of a fund out of which benefits may be paid, including, without limitation upon the generality of the foregoing, any pension fund, welfare fund or any fund for the support of any program or programs in any trade, profession or occupation concerned in such agreement, or other penalties in connection with the employment of any employee or employees and who knowingly and willfully fails or refuses to make such payments within thirty (30) days after such payments are by said agreement to be made, or in the case of wages, if the agreement fails to specify the time of payment, then within the time specified for the payment of wages by Section 2, P L 1965, c 173 (N J S A 34 11-42) is a disorderly person"

If such employer is a corporation, the officer or employee responsible for such willful failure or refusal is a disorderly person

15. PREFERENCE FOR DOMESTIC PRODUCTS

Only manufactured products of the United States, whenever available, shall be used in connection with this undertaking, pursuant to N J S A 40A 11-18 of the Revised statutes of the State of New Jersey

16. ON SITE STORAGE

In the event that it is necessary for the Contractor to stockpile or store materials or equipment on the job site, the Contractor shall inform the County of such necessity and County may offer available space, if any, for storage of such materials or equipment The contractor shall use said space only for such purpose Any and all materials which may be stored in such space or which may be brought onto the job site at any time by the Contractor will be at the Contractor's sole risk The County will not be responsible for loss of or damage to said materials or equipment for any cause whatsoever. The Contractor shall take necessary measures to protect any such storage area and shall be responsible for any and all damages

17. FINAL CLEAN UP

Upon completion of each project assigned, the Contractor will remove all equipment, unused materials, rubbish, etc , and will repair, or replace in a manner acceptable to the County, all areas that may have been damaged in the prosecution of the work

18. SUB-LETTING OF WORK

N J S A 40A 11-16 requires the bidder to list in the bid sheets the name or names of all subcontractors involved in the following types of work plumbing, heating, ventilation and air conditioning, electrical, ornamental iron, structural

steel and steam power. If these trades are expected to be part of the contract, such subcontractors should be listed on the bid sheet entitled "List of Subcontractors". Substitutions of any listed subcontractors pursuant to N.J.S.A. 40A:11-16 will not be permitted except with the consent of the Director.

Except for the List of Subcontractors, pursuant to N.J.S.A. 40A:11-16, no portion of the work will be sublet by the Contractor to any other entities, except with the consent of the Director of Facilities Management. A complete list of approved subcontractors must be submitted to the Director prior to the start of work. All Subcontractors will be subject to N.J.S.A. 34:11-56 et al.

19. COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

The County of Union, in order to fulfill the requirements of N.J.S.A. 34:11-56a 25 et seq, requires that the following additional conditions be strictly followed. The bidder's signature on this proposal is not listed or is not on record in the Office of the Commissioner or the Department of Labor and Industry as one who failed to pay prevailing wages in accordance with the provisions of this Act.

The bidder agrees to the inclusion of a contract provision upon award which specifically requires said Contractor to fully comply with each and all of the requirements of the aforesaid Act as it relates to prevailing rates of wages on public contracts as set forth in the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 and P.L. 1974, Chapter 64. The Contractor agrees to abide and be bound by each and all of the said statutory provisions with respect to the payment of prevailing rates of wages, and acknowledges that the County reserves the right to terminate the Contractor's (or his subcontractors') right to proceed with the scope of work, or such portion thereof that relates to the failure to pay prevailing rates of wages.

In such event or under the terms N.J.S.A. 34:11-56 27, the Contractor and his surety will be liable to the County of Union for any excess costs occasioned by such a violation. The Contractor or Subcontractors for this project will post the Prevailing Wage Rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages. The County of Union requires a copy of payroll records from the Contractor and subcontractors. Payroll records shall be submitted with each voucher request for payment.

20. FRINGE BENEFIT REQUIREMENTS

The County of Union requires all bidders to comply with N.J.S.A. 2A:170-90 2, regarding fringe benefits. This statute states:

"Failure of employer to pay wages or benefits within time specified, penalty for violation. In addition to any other penalty or punishment otherwise prescribed by law, any employer who is party to an agreement made with a collective bargaining agent or with an individual employee which requires the payment of (a) wages or of benefits, or (b) contributions for the support of a fund out of which benefits may be paid, including, without limitation upon the generality of the foregoing, any pension fund, welfare fund or any fund for the support of any program or programs of education or vacation benefits for the employees covered by such agreement, or any fund for the support of any apprenticeship program or programs in any trade, profession or occupation concerned in such agreement, or (c) other payments in connection with the employment of any employee or employees and who knowingly and willfully fails or refuses to make such payments within 30 days after such payments are required by said agreement to be made, or, in case of wages, if the agreement fails to specify the time of payment, then within the time specified for the payment of wages by section 2, P.L. 1965, c. 173(C34:11-4.2) is a disorderly person. If such employer is a corporation, the officer or employee responsible for such willful failure or refusal is a disorderly person."

**21. RESOLUTION NO. 1148-98 AND 1167-98 ADOPTED ON SEPTEMBER 24, 1998
BY THE BOARD OF CHOSEN FREEHOLDERS**

In addition to compliance with the New Jersey Prevailing Wage Act, the Contractor shall comply with the requirement as set forth in Resolutions No. 1148-98 and 1167-98 adopted on September 24, 1998 by the Union County Board of Chosen Freeholders

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

**RESOLUTION NO. 1148-98
DATE: 9/24/98**

WHEREAS, the Public Contract Law of New Jersey that all contractors and subcontractors pay to the workforce on such projects the prevailing wage rates, and

WHEREAS, it has come to the attention of the Board of Chosen Freeholders that workmen have not at all times received such wages, and

WHEREAS, while the Board of Chosen Freeholders is aware that the State of New Jersey is the actual enforcing arm for such requirements, the Board desires to itself on behalf of such workers put in place a procedure, which will further protect the rights of the workers to the payment of accurate and fair wages

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Union, hereby declares that henceforth, as a matter of POLICY;

(1) The bidder and all contractors and subcontractors on any project for the County of Union must comply with the Prevailing Wage Law of the State of New Jersey, N.J.S.A. 34.11-56.25 et seq., and its regulations, N.J.A.C. 12 60-1 et seq

(2) As per N.J.S.A. 34 11-56 29 the County shall have the right to inspect the books and records of every contractor and subcontractor showing the name, craft or trade, and actual hourly rate of wages paid to each worker employed by the contractor in connection with a public work. Further the County shall have the right to demand such proof as necessary to verify said records

(3) All contractors shall post the prevailing wage rates for each craft and classification involved in prominent and easily accessible places at the site of work.

(4) All public works specifications and contracts shall include a clause that requires all contractors and subcontractors to submit properly executed Worker Notification Acknowledgment forms to the County. These forms will be supplied by the County to all approved contractors and subcontractors, a copy of such form is attached as Appendix A. These forms will provide proof that all workers have been made aware of their rights to receive the prevailing wage for the particular craft or trade for which they are employed

(5) This resolution shall apply to any projects bid after the passage of this Resolution and shall not apply to any project already under construction or for which bid specifications have been issued

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

**RESOLUTION NO. 1167-98
DATE: 9/24/98**

WHEREAS, the County of Union finds that it is essential to the public safety that any and all public works be performed by competent and trained employees of responsible contractors and subcontractors, and

WHEREAS, the State of New Jersey has recognized and provided for training of employees through Apprenticeship Programs licensed by the State of New Jersey, and

WHEREAS, the County of Union has the right and responsibility to determine that all contractors and subcontractors who perform public work be qualified according to consistent and uniformly applied standards, and

WHEREAS, it is important that the County of Union use a contractor and/or subcontractor who acts with responsibility in complying with applicable wage laws

NOW, THEREFORE, BE IT RESOLVED, that all applicable regulations, bid specifications and rules of the County of Union shall state that

(1) The bidder and all contractors and subcontractors on any project for the County of Union must comply with the Prevailing Wage Law of the State of New Jersey, N J S A 34 11-56 25 et seq , and its regulations, N J A C 12 60-1, et seq Employer contributions for employee benefits pursuant to a then existing bona fide collective bargaining agreement shall be considered an integral part of the wage rate paid by employers of any craft or trade in Union County for the purpose of determining the prevailing wage

(2) As per N J S A 34 11-56 29 the County shall have the right to inspect the books and records of every contractor and subcontractor showing the name, craft or trade and actual hourly rate of wages paid to each work man employed by him in connection with a public work Further, the County shall have the right to demand such proof as is necessary to verify said records

All Contractors shall post the prevailing wage rates for each craft and classification involved in prominent and easily accessible places at the site of the work

(3) The bidder, and all contractors and subcontractors must employ the ratio of apprentices to journeymen as set forth by the Commissioner of Labor in determining the Prevailing Wage, or, if no such ration has been established, than at a ratio of one apprentice to every four journeymen

An apprentice is an individual who, while performing work on a public project, is registered, in good standing, in a n apprenticeship program approved or certified by the Division of Vocational Education in the New Jersey Department of Education or by the Bureau of Apprenticeship and Training in the United States Department of Labor

A contractor or subcontractor employing one or more apprentices on a public work project shall maintain with its records written evidence that the apprenticeship program while performing work on the project The contractor or subcontractor shall make all records available for inspection by Union County and by the Commissioner during normal business hours

Union County and the Commissioner shall have unencumbered access to the access to the employees who are employed on a public project for the purpose of interviewing and determining compliance

A contractor or subcontractor shall not create job titles and worker classifications that are not consistent with prevailing practices and existing task ratios for a specific building trade's craft for the purpose of circumventing the intent of this resolution

(4) The bidder, and all contractors and subcontractors must properly classify workers as employees and not as independent contractors, and treat them accordingly for purposes of wages, benefits, workers compensation insurance coverage, unemployment taxes, social security tax and income tax withholding The criteria identified in the Unemployment Compensation Law at N J S A 43 21-19(1)(6)(a)(c) and interpreting case law will be used to determine whether a worker is an employee or independent contractor for purposes of this resolution

(5) The bidder, and all contractors and subcontractors shall comply with the Prevailing Wage Act and its regulations regarding payment of fringe benefits

(6) Any bidder, contractor or subcontractor who fails to maintain throughout the entire duration of the project full compliance with the foregoing requirements and qualifications shall be subject to one or more of the following sanctions

- A Cessation of work
- B Removal from project
- C Withholding of payment until compliance is obtained
- D Damages resulting from efforts taken to correct or sanction for failure to comply, such as costs of delay, or of obtaining new Contractor to complete work

(7) A general contractor shall be liable for any violations by any subcontractors The County reserves the right to investigate project sites for any and all possible violations Contractors who have been determined to be in violation of this Resolution on any project for Union County will be reported to the Commissioner of Labor that debarment proceedings be instituted against the delinquent contractor

(8) The foregoing qualifications and requirements shall be binding on any and all bidders, contractors and subcontractors who perform work on any public work, as defined in the Prevailing Wage Act, bid by the County of Union without regard to their affiliation, or lack of affiliation, to any labor or construction organization or association, and shall not be deemed to require or mandate the use of employees who are members of unions or any labor organization

(9) This Resolution shall apply to any projects bids after the passage of this Resolution and shall not apply to any project already under construction or for which bid specifications have been issued

Union labor is preferred on all County work

The foregoing reference to specific laws will not be deemed to be a limitation of obligation of the Contractor to perform his obligations in full compliance with the provisions and requirements of all federal and state statutes and municipal and county ordinances applicable to the work to be done under the contract. It is agreed and understood that any contracts and/or orders placed as a result of this bid will be governed and construed and the rights and obligations of the parties hereto will be determined in accordance with the laws of the State of New Jersey

EMPLOYEE NOTIFICATION ACKNOWLEDGEMENT FORM*

Pursuant to N J S A 34 11-56 25 et seq as well as N J.A C 12 60 et seq ,

the Contractor, _____, has informed me that I will be
(Name of Contractor)

as a _____, on the public project designated as,
(Employee's Job Title)

_____ I further acknowledge that my compensation
(Project Name)

for this job will be _____, plus (+) the Fringe Benefits _____ for a Total Prevailing
(\$ per hour) (\$ per hour)

Wage of _____ This total is pursuant to the Prevailing Wage for Construction Trades in
(\$ per hour)

Union County.

SAMPLE

DATE: _____

Print Name

Sign Name

Employer Certification

I hereby certify as to the accuracy of the above information

DATE: _____

Name of Company Officer

Signature of Company Officer

*This acknowledgment form is a public record that will be kept to determine compliance with N J S A 34 11-56 25 et seq Falsification of a public record is a crime Union County reserves the right to prosecute violators of the Prevailing Wage Act to the fullest extent possible, including, but not limited to, fraud upon a public agency, theft of services, theft of deception, and misrepresentation of public records

White Copy = Labor Compliance Officer

Yellow = Contractor

Pink = Employee

22. SAFETY

The Contractor shall observe all rules and regulations of the Federal, State, and local health officials. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

The Contractor shall admit, without delay and without the presentation of an inspection warrant, any inspector of OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The Contractor shall at times conduct the work to provide for the safety and convenience of the general public and protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the New Jersey Department of Labor and Commerce shall be observed.

23 UTILITIES

The bidder is directed to the fact that the approximate locations of known utility structures and facilities that may be encountered within and adjacent to the limits of the work. The County will advise contractor of the location of these utilities and structures, but the accuracy and completeness of this information is not guaranteed by the County. The bidder is advised to ascertain for himself all the facts concerning the location of these and other utilities.

The Contractor will not proceed with his work until he has made diligent inquiries of all public utility and municipal officials to determine the exact location of all underground structures and pipes within the site of the work assigned. The corporations, companies, agencies or municipalities owning or controlling the utilities, and the name, and telephone numbers can be obtained from the Division of Facilities Management and their notification and involvement in any work on County locations should be coordinated with the Department. The Contractor will notify utility owners not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities in compliance with **New Jersey One-Call**. In excavating in any part of the work, care must be taken not to remove or damage any gas, water, sewer, or other pipe, conduit, or structure, - public or private - without the concurrence of the owner and the County. The Contractor will, at his own expense, shore up, secure and maintain a continuous flow in such structures, and will keep them in repair until final approval of the work by the Director of Facilities Management.

When pipes or other structures are encountered or when the removal, relocation or protection of these utilities are necessary in carrying out the work as agreed upon with the Department, the Contractor will cooperate with the owner of said utilities and will permit the owners or their agents access to the site of the work in order to relocate or protect their facilities and not hinder or delay unnecessarily the work of the owners in moving same. No extra allowance of payment will be made to the Contractor for the use of any materials, equipment, etc., or the performance of any work in connection with the moving of said structures unless the Contractor is specifically ordered by the County to furnish such materials, equipment, or services.

24 PERMITS

The Contractor will obtain all necessary permits required by law and provide the County with necessary approvals prior to commencement of permitted work.

25. INSPECTION

The work must be done in accordance with the work procedures agreed upon by the contractor and the Division of Facilities Management, and will be inspected by the Director of the Department. An inspector may be placed upon the work site at any time by the County to see that the instructions of the County are carried out.

26 DAMAGES

The Contractor will be held responsible for all damages that may occur to work, or to persons or property by reason of the nature of the work or from the elements, or by reason of inadequate protection of the work, or from any carelessness or negligence on his part or on the part of his employees. The County will withhold payments on the work until all suits or claims for damages sustained on, or by reason of, the Contractor will have settled this work.

27. DEFAULT OF CONTRACT

If at any time the work under this contract is abandoned or neglected, or any part thereof is unnecessarily delayed, or if the Contractor will prosecute the work without due diligence, or with an insufficient force to complete the work in the time specified in the opinion of the Director of the Division of Facilities Management, then the Director may declare the Contractor in default, may employ other parties to complete the work, use such material as may have been procured and may procure all other material necessary for the completion of the work called for in this contract. The expense incurred by him in such procedure will be deducted from any moneys due the Contractor. The Contractor or his surety company will pay the amount of the excess to the County on notice from the Director.

28. AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE – General requirements of P.L. 1975, c. 127. You are hereby put on notice that:

- A Procurement, Professional & Service Contracts, all successful vendors must submit within seven (7) days of the notice of intent to award or the signing of the contract one of the following:
 - 1 A photocopy of your Federal Letter of Affirmative Action Plan Approval
 - 2 A photocopy of your Certificate of Employee Information Report
 - 3 A completed Affirmative Action Employee Information Report (AA302)

If the successful vendor does not submit the affirmative action document within the seven (7) days, the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following employment, up-grading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2, provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below, and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N J A C 17 27-5 3, of its workforce needs, and request referral of minority and women workers,

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies,

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade,

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area,

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions,

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below

(ii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement, provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N J A C 17 27-7 The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Mandatory Requirement -Effective 9/1/2004

The recently enacted P.L. 2004, c57, requires that effective September 1, 2004, a contracting agency must receive proof of the bidder's business registration with the bid submission. If subcontractors are named on the bid, proof of the business registration for each must be provided with the bid submission. Proof of business registration shall be

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue, or
- A copy of the web printed version provided by the NJ Division of Revenue

Register online at www.nj.gov/njbusiness/registration or call the Division at 609 292-1730

Note: A N.J. Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the bidder or any subcontractor named on the bid is considered a **MANDATORY REJECTION** of bids (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction bids. N.J.S.A. 40A:11-23.2 adds business registration to the mandatory list of documents submitted in a construction bid. A copy of the Business Registration Certificate **MUST** be included with **EACH** bid submission.

IN ADDITION:

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c 134 (C 52:32-44 et al.) or subsection e or f of section 92 of P.L. 1977, c. 110 (C 5 12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

INTENT: The purpose of this bid is to engage a firm having the required manpower, equipment, and abilities to provide and install wallboards and trims for the patient rooms on the third floor, east and west wings, of Runnells Specialized Hospital (RSH), 40 Watchung Way, Berkeley Heights NJ. The County of Union has evaluated different types of wallboards and trims and has determined that those specified are best suited for the County's needs in safety, quality, performance, and long term operational costs. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all bids will be compared. The County of Union reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible and responsive bid meeting the requirements of this specification pursuant to N J S A. 40A 11-13.

EQUIVALENT PRODUCT: Bids will be accepted for consideration on any make or model that is equal to or superior to the wallboards and trims specified. Decisions of equivalency will be at the sole interpretation of the County of Union. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit(s) are to be submitted with the proposal.

STANDARD: The specifications, herein, states the minimum requirements of the County. Unauthorized conditions, limitations, or provisions will be cause for rejection. The County of Union may consider as "irregular" or "non-responsive" and reject any bid not prepared and submitted in accordance with the bid document and specifications, or any bid lacking sufficient technical literature to enable the County to make a reasonable determination of compliance to the specification. It will be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to indicate any variation to each section of the specification will cause the bid proposal to be rejected without review as "non-responsive".

PLEASE NOTE THAT THE ENSUING CONTRACT IS INTENDED TO BE AN OPEN END CONTRACT AS ALLOWED UNDER N J A C 5 30 ET SEQ. AND, IN ACCORDANCE WITH THE RULES, THE MINIMUM NUMBER SHALL BE THE QUANTITY ESTIMATED FOR EACH ITEM ON THE BID FORM PAGE AND THE MAXIMUM SHALL BE THE QUANTITY SPECIFIED ON THE BID FORM PAGE PLUS TEN.

SCOPE OF WORK: There are 56 double occupancy rooms and 8 single occupancy rooms, located on our units identified as "Three West" and "Three East", in which the product will be installed. Approximate room dimensions are attached, Single Occupancy Room Dimension-Exhibit A and Double Occupancy Room Dimension-Exhibit B. The lower section of the walls in each room will be covered. The bed headboard wall will be covered with .080 sheeting. All other walls shall be covered with .060 sheeting.

- A. .060 rigid vinyl sheet wall covering will be applied to the walls of each room from floor to a height of 31" (except for the bed headboard wall) which will be from floor to a height of 48".
- B. All wall covering will be top capped and inside corner guards installed as appropriate.
- C. A 10 millimeter board with .080 millimeter rigid vinyl sheet attached will be installed on the bed headboard wall.
- D. Cove base (see material list) will be installed along the perimeter of the room. All corners must be neatly mitered.
- E. Flexible corner guards will be installed on outside corners by contractor where indicated by the Maintenance Dept. Colors will be selected from stock colors. Bidder will provide a list of stock colors available with bid.

MATERIAL LIST

- Item # 1 .060 Custom Cut INPRO #S4N Sheet or equal without adhesive (rolled sheet .060, 4' x 50')
- Item # 2. INPRO #407 Top Cap or equal, 8' Length
- Item # 3. INPRO #409 Inside Corner or equal, 8' Length
- Item # 4. INPRO #11248N Cornerguard or equal, 1-1/2" x 48" without Tape
- Item # 5. INPROBOND #541 Adhesive or equal, 5 gallon container
- Item # 6. INPROBOND #531 Adhesive or equal, 1 gallon container
- Item # 7 INPRO # CB4125VR Cove Base or equal, 1/8''(3mm) x 4" vinyl – 120' Roll
- Item # 8. INPRO # 527C Cove Base Adhesive or equal, 1 gallon container
- Item # 9. 080'', 4'x8' sheet adhered to 10 millimeter Celtec Board or equal (Fire Rated)

All work will be scheduled with the hospital Maintenance Dept and is to be performed Monday through Friday between the hours of 8:00 am and 4 00 pm.

All work must be completed in a workmanlike, professional manner and all hospital policies and procedures must be adhered to All materials must be installed according to manufacturer specifications

Estimated project completion time is twenty (20) week period of the start date

All work (labor) must be guaranteed for a period of one year

All prospective bidders must attend a pre-bid conference on June 18, 2009 at 9 30 AM in the Board Room at Runnells Specialized Hospital This will be the time to check measurements, scope of job and pose questions for the purpose of clarification Information provided herein is simply to give an idea of the project scope All bidders are responsible to calculate measurements and materials required to complete the job Please call Mr. Ray Rapuano, Asst. Director of Maintenance (908) 771-5866 to schedule attendance

Project contact: Raymond Rapuano – Asst Director of Maintenance (908) 771-5866

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE AND INSTALL WALLBOARDS AND TRIM FOR RUNNELLS SPECIALIZED HOSPITAL IN ACCORDANCE TO THE SPECIFICATION DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	SUB TOTAL
1	78 X	\$ _____ EA =	\$ _____

CHECK ONE.

- AS SPECIFIED
- OTHER: BRAND _____

2	496 X	\$ _____ EA =	\$ _____
---	-------	---------------	----------

CHECK ONE.

- AS SPECIFIED
- OTHER BRAND _____

3	178 X	\$ _____ EA =	\$ _____
---	-------	---------------	----------

CHECK ONE.

- AS SPECIFIED
- OTHER BRAND _____

4	118 X	\$ _____ EA =	\$ _____
---	-------	---------------	----------

CHECK ONE:

- AS SPECIFIED
- OTHER BRAND _____

NAME OF BIDDER _____

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		SUB TOTAL
5	24	X	\$ _____	EA	\$ _____

CHECK ONE

- AS SPECIFIED
- OTHER: BRAND _____

6	6	X	\$ _____	EA	\$ _____
---	---	---	----------	----	----------

CHECK ONE

- AS SPECIFIED
- OTHER BRAND: _____

7	34	X	\$ _____	EA	\$ _____
---	----	---	----------	----	----------

CHECK ONE.

- AS SPECIFIED
- OTHER BRAND. _____

8	14	X	\$ _____	EA	\$ _____
---	----	---	----------	----	----------

CHECK ONE

- AS SPECIFIED
- OTHER BRAND. _____

NAME OF BIDDER: _____

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	SUB TOTAL
9	114 X	\$ _____ EA	\$ _____

CHECK ONE

- AS SPECIFIED
- OTHER. BRAND _____

10 LABOR \$ _____

GRAND TOTAL \$ _____
(NOT TO EXCEED)

NAME OF BIDDER. _____

BIDDER SIGNATURE PAGE

Rev 9/20/05

- 1 If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the bid under **exact title** of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**
- 2 If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**
3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf may also sign the bid documents (pages)
- 4 The Person who signs this bid form **must also sign** the **Non-Collusion Affidavit**
- 5 You **cannot** witness your own signature

NAME OF BIDDER

SIGNATURE
CORPORATE SECRETARY

ADDRESS OF BIDDER

PRINT NAME AND TITLE
CORPORATE SECRETARY

TELEPHONE. _____

FAX _____

EMAIL _____

BY _____
SIGNATURE

DATE _____

AFFIX CORPORATE SEAL

PRINT OR TYPE NAME AND TITLE

WARNING FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR BID AS NON-RESPONSIVE

BUSINESS REGISTRATION CERTIFICATE

Mandatory Requirement

P.L. 2004, c57, requires that effective September 1, 2004; a contracting agency must receive proof of the bidder's business registration with the bid submission. If subcontractors are named on the bid, proof of the business registration for each must be provided with the bid submission. Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS	
<p>TAXPAYER NAME TAX REGISTRATION TEST ACCOUNT</p> <p>TAXPAYER IDENTIFICATION# 870-287-382/880</p> <p>ADDRESS 847 ROEBLING AVE TRENTON NJ 08611</p> <p>EFFECTIVE DATE 09/01/01</p> <p>1 (ONLINE BRC) (OF 01)</p>	<p>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 812 TRENTON NJ 08646-0812</p> <p>TRADE NAME CLIENT REGISTRATION</p> <p>SEQUENCE NUMBER 0007510</p> <p>ISSUANCE DATE 02/24/04</p> <p style="text-align: right;"><i>J.P. S. Early</i></p> <p style="font-size: small; text-align: center;">This Certificate is NOT valid unless it is accompanied by a valid NJ State ID card.</p>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14 2004
For Office Use Only:	
20041014112032633	

ATTACH BRC HERE

STOCKHOLDER DISCLOSURE CERTIFICATION

N J S A 52 25-24 2 (P L 1977 c 33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection

CHECK ONE

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned
- OR**
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned

LEGAL NAME OF BIDDER _____

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

Complete if the bidder/respondent is one of the 3 types of corporations:

Date Incorporated: _____ **Where Incorporated:** _____

BUSINESS ADDRESS:

_____	_____	_____	_____
Street Address	City	State	Zip
Code			

_____	_____
Telephone #	Fax #

Pursuant to N J S A 52:25-24.2, also referred to as P L. 1977, c 33, no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N J S A 52.25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1			
2			
3			
4			
5			

If one or more of the owners of the Bidder is itself a corporation or partnership, then for that corporation or partnership owner you must set forth the name, home address, title and percentage of ownership of every person who is an owner of that corporation or partnership.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1			
2			
3			
4			
5			

Subscribed and sworn before me this _____ day
of _____

_____, 2 _____

(Notary Public)

My Commission expires.

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

Rev 1/22/93

STATE OF _____ SS.
COUNTY OF _____

I _____ of the City of _____, in the County of _____ and the State of _____, of full age, being duly sworn according to law, on my oath depose and say that: I am _____ of the firm of _____, the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so, that said bidder has not, directly or indirectly, entered into any agreement, participation 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 COUNTY OF UNION, NEW JERSEY relies upon the truth of the statements contained in said Proposal and in the statements contained in the affidavit in awarding the contract for the said project

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an 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 _____ (N.J.S.A 52 34-15)
NAME OF CONTRACTOR

Sign Name Here
(Original signature only; stamped signature not accepted)

Subscribed and sworn to before
Me this _____ day of _____, 20____

Notary Public of the State of _____

My Commission expires _____

NOTE TO NOTARY WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST.

- 1 Indicate date 2 Indicate State 3 Sign name 4 Affix name by
Printing it, typing it, using a rubber stamp, using an impression seal
or using a mechanical stamp.

Note: The person who signed the bid form for the bidder should sign this form also

WARNING. IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOU BID WILL BE REJECTED

AFFIRMATIVE ACTION REQUIREMENT

Rev 6/29/93

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P L 1975, c 127 You are hereby put on notice that

A. Procurement, Professional & Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following **PLEASE CHECK ONE**

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

If successful vendor does not submit the affirmative action document within the seven days the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder

Print or type FIRM NAME here

Sign NAME and TITLE here
(Original signature only, stamped signature not accepted)

Print or type NAME and TITLE here

Print or type DATE

AMERICANS WITH DISABILITIES ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U S C S12 101 et seq), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant therunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Name _____ (Please print or type)

Signature _____ Date _____

NAME OF BIDDER _____

Contractor Registration Advisement
For Public Works Projects

A new law, known as "The Public Works Contractor Registration Act" (P L 1999, c 238), became effective April 11, 2000. Under the Act, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in Section 2 of P L 1963, c 150 (C 34 11-56 26), unless that contractor/subcontractor is registered with the New Jersey Department of Labor. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements. The registration fee has been set at \$300 00 per year. Upon the effective date of the Act, public bodies will be expected to request production of such a certificate from those bidding on or engaging in public works projects.

It is important to note that the term "contractor", is defined in the Act as a "person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provision of the "New Jersey Prevailing Wage Act", P L 1963, c 150 (C 34 11-56 25, et seq) for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor as defined herein except that, for the purposes of the act, no pumping station, treatment plant or other facility associated with utility and environmental, construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or a public institution".

Registration forms, copies of the Act, and other relevant information can be obtained by contacting

Contractor Registration Unit
New Jersey Department of Labor
Division of Wage & Hour Compliance
PO Box 389
Trenton, New Jersey 08625-0389
Telephone: 609-292-9464
Fax: 609-633-8594
E-mail: contreg@dol.state.nj.us

STOCK COLORS

Provide a list of stock colors available

NAME OF BIDDER

EXPERIENCE STATEMENT

County of Union, Elizabeth, NJ

Provide references of facilities presently under contract with similar installations of what is requested within these specifications. Include the names and phone numbers of the main contact person at each facility.

NAME OF BIDDER: _____

COUNTY OF UNION
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda(s)

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for _____
(Name of Bidder)

By. _____
(Signature of Authorized Representative)

Name _____
(Print or Type)

Title _____

Date _____

Please Do Not submit if you did not receive Addenda(s)

NAME OF BIDDER: _____



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 - Bureau of Apprenticeship and Training 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 apprenticeship 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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft Air Conditioning & Refrigeration - Service and Repair PREVAILING WAGE RATE

	04/20/09	09/01/09	03/01/10	09/01/10	03/01/11	09/01/11
Journeyman (Mechanic)	W 32 03	W 0 00	W 0 00	W 0 00	W 0 00	W 0 00
	B 15 54	B 0 00	B 0 00	B 0 00	B 0 00	B 0 00
	T 47 57	T 48 07	T 48 82	T 49 82	T 50 57	T 51 57

Expiration Date 02/29/2012

Craft: Air Conditioning & Refrigeration - Service and Repair APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
As Shown	Mo 1-3	Mo 4-12	2nd Year	3rd Year	4th Year	5th Year		Wage = % of Jnymn	Wage	
Wage and Bene	50%	55%	60%	65%	70%	85%		Bene = % of Jnymn	Bene	

Ratio of Apprentices to Journeymen - 1-4

Craft: Air Conditioning & Refrigeration - Service and Repair COMMENTS/NOTES

THESE RATES MAY BE USED FOR THE FOLLOWING
 - Service/Repair/Maintenance Work to EXISTING facilities
 - Replacement or Installation of air conditioning and refrigeration equipment when the combined tonnage does not exceed 15 tons for refrigeration, or 25 tons for air conditioning
 - Replacement or Installation of "packaged" or "unitary" rooftop-type units when the combined tonnage of the units does not exceed 75 tons

NOTE These rates may NOT be used for any work in new construction (including work on new additions)

The regular workday shall consist of 8 hours, starting between 6 00 AM and 10 00 AM, Monday through Friday

SHIFT DIFFERENTIALS

- The second and third shifts shall be paid an additional 15% of the hourly rate
- All shifts must run for a minimum of 5 consecutive days

OVERTIME

Hours in excess of 8 per day, hours before or after the regular workday that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate All hours on Sundays and holidays shall be paid at double the hourly rate

RECOGNIZED HOLIDAYS New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft Boilermaker PREVAILING WAGE RATE

	09/08/08
Foreman	W 40 83 B 27 04 T 67 87
Journeyman	W 38 33 B 25 95 T 64 28

Expiration Date 12/31/2008

Craft Boilermaker APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	1000 Hours	65%	65%	70%	75%	80%	85%	90%	95%	
Benefit =	44% of	Appren	tice	Wage	Rate	+	9 08			

Ratio of Apprentices to Journeymen - *

* 1 apprentice will be allowed for the first 5 journeymen, 1 apprentice for the next 10 journeymen and 1 apprentice for each succeeding 20 journeymen up to a maximum of 5 apprentices per contractor on any one job

Craft: Boilermaker COMMENTS/NOTES

HIGH WORK All apprentices working on the erection, repair, or dismantling of smoke stacks, standpipes, or water towers shall be paid the Journeyman rate

The regular workday shall consist of 8 hours, between 8 00 AM and 4 30 PM

SHIFT DIFFERENTIALS

- The second shift shall work 7½ hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 10%
- The third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 20%

OVERTIME

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate All hours on Labor Day shall be paid at four times the hourly rate
- If any other craft employed by the same contractor, or a subcontractor thereof, receives double time in lieu of time and one-half, then the Boilermaker shall receive double time in lieu of time and one-half

RECOGNIZED HOLIDAYS New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day Sunday holidays observed the following Monday

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - UNION

Craft: Boilermaker - Minor Repairs

PREVAILING WAGE RATE

	02/09/07
Mechanic	W 22 00 B 13 90 T 35 90

Expiration Date 02/08/2008

Craft: Boilermaker - Minor Repairs

COMMENTS/NOTES

NOTE These rates apply to MINOR REPAIR WORK ONLY (repair work in the field for which the contract amount does not exceed \$20,000 00)

OVERTIME

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate All hours on Labor Day shall be paid at four times the hourly rate

RECOGNIZED HOLIDAYS New Year's Day, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Thanksgiving Day, day after Thanksgiving, Christmas Day Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft. Bricklayer, Stone Mason PREVAILING WAGE RATE

	11/05/08	11/01/09	11/01/10	11/01/11
Deputy Foreman	W 39 70	W 0 00	W 0 00	W 0 00
	B 22 37	B 0 00	B 0 00	B 0 00
	T 62 07	T 64 57	T 67 07	T 68 57
Foreman	W 42 70	W 0 00	W 0 00	W 0 00
	B 22 37	B 0 00	B 0 00	B 0 00
	T 65 07	T 67 57	T 70 07	T 71 57
Journeyman	W 36 70	W 0 00	W 0 00	W 0 00
	B 22 37	B 0 00	B 0 00	B 0 00
	T 59 07	T 61 57	T 64 07	T 65 57

Expiration Date 04/30/2012

Craft. Bricklayer, Stone Mason APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	50%	55%	60%	65%	70%	75%	80%		
6 Months										
Benefits	3 44	4 30	4 73	5 16	14 86	15 83	16 80	17 76		

Ratio of Apprentices to Journeymen - 1:5

Craft. Bricklayer, Stone Mason COMMENTS/NOTES

The regular workday shall consist of 8 hours, between 7 00 AM and 4 30 PM

APPRENTICE RATE SCHEDULE

-For those apprentices registered prior to January 1, 2009, the apprentice rate schedule shall be based on the following three (3) year schedule, not the four (4) year schedule listed above

INTERVAL	PERIOD AND RATES					
6 Months	50%	55%	65%	75%	85%	95%
Benefits	4 30	4 73	14 86	16 80	18 72	20 66

SHIFT DIFFERENTIALS

- When a 2 shift schedule is established, the first, or day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits

- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7 5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15%, inclusive of benefits, and the third shift shall receive the regular rate plus 20%, inclusive of benefits

- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15%, inclusive of benefits, and the third shift shall receive the regular rate plus 20%, inclusive of benefits

OVERTIME

- Hours in excess of 8 per day, or before or after the regular workday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate for the first two hours, inclusive of benefits. Any additional overtime shall be paid at time and one-half of the second shift rate, inclusive of benefits. All hours on Sundays and holidays shall

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - UNION

be paid at double time the regular rate, inclusive of benefits

- Saturday may be used as a make-up day for hours lost due to inclement weather, provided 24 hours or more hours are worked during the course of the week, Monday through Friday

- Bricklayers/Stone Masons may work on Saturday at straight time, provided no other crafts, other than laborers, are working on the project on that day. If other crafts are present, the overtime rate must be paid

RECOGNIZED HOLIDAYS New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day Sunday holidays will be observed the following Monday

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft. Carpenter PREVAILING WAGE RATE

	05/18/09	11/01/09	05/01/10	11/01/10	05/01/11	11/01/11
Foreman	W 45 37	W 0 00	W 0 00	W 0 00	W 0 00	W 0 00
	B 22 91	B 0 00	B 0 00	B 0 00	B 0 00	B 0 00
	T 68 28	T 68 39	T 70 14	T 70 89	T 72 64	T 73 39
Journeyman	W 39 45	W 0 00	W 0 00	W 0 00	W 0 00	W 0 00
	B 19 96	B 0 00	B 0 00	B 0 00	B 0 00	B 0 00
	T 59 41	T 60 16	T 61 91	T 62 66	T 64 41	T 65 16

Expiration Date 04/30/2012

Craft. Carpenter APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	6 Months	40%	45%	50%	55%	65%	75%	85%	95%	
Benefit	49 75% of	Appren	tice	Wage	Rate	+ \$0 34	for all	intervals		

Ratio of Apprentices to Journeymen - 1 4

Craft. Carpenter COMMENTS/NOTES

ADDITIONAL RATE INCREASES

Effective Date	11/01/10	05/01/11	11/01/11
Total Rate (Foreman)	\$70 89	\$72 64	\$73 39
Total Rate (Journeyman)	\$62 66	\$64 41	\$65 16

FOREMAN REQUIREMENTS

- When there are 2 or more Carpenters on a job, 1 shall be designated as a Foreman
- When there are 21 or more Carpenters on a job, 2 shall be designated as Foremen

The regular workday shall consist of 8 hours, starting between 7 00 AM and 9 00 AM

SHIFT DIFFERENTIALS

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7 5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits

OVERTIME

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - UNION

double the hourly rate, inclusive of benefits

- Four 10-hour days may be worked, Monday to Thursday, at straight time Friday may be used as a make-up day for a day lost due to inclement weather If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits

RECOGNIZED HOLIDAYS New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day Sunday holidays will be observed the following Monday

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	05/04/09	11/01/09	05/01/10	11/01/10	05/01/11	11/01/11
Foreman	W 43 40	W 00 00	W 00 00	W 00 00	W 00 00	W 00 00
	B 21 84	B 00 00	B 00 00	B 00 00	B 00 00	B 00 00
	T 65 24	T 66 65	T 69 21	T 70 67	T 73 29	T 74 79
Journeyman	W 39 45	W 00 00	W 00 00	W 00 00	W 00 00	W 00 00
	B 19 88	B 00 00	B 00 00	B 00 00	B 00 00	B 00 00
	T 59 33	T 60 07	T 61 82	T 62 57	T 64 32	T 65 07

Expiration Date 04/30/2011

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	6 Months	40%	45%	50%	55%	65%	75%	85%	95%	
Benefit	49 75%	of	Appren	tice	Wage	Rate	for all	intervals		

Ratio of Apprentices to Journeymen - *

* 1 apprentice shall be allowed to every 2 journeymen or major fraction thereof No more than 3 apprentices on any one job or project

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

FOREMAN REQUIREMENTS

- On any job where there are 4 or more Carpenters of Resilient Flooring, 1 must be designated a Foreman

The regular workday consists of 8 hours, starting between 6 00 AM and 9 00 AM

SHIFT DIFFERENTIALS

- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 15%
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7 5 hour basis, and the third shift on a 7 hour basis The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis The second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%

OVERTIME

- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week, hours in excess of 8 on Saturday shall then be paid at time and one-half the wage rate If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate All hours on Sundays and holidays shall be paid at double the wage rate
- Four 10-hour days may be worked, Monday to Thursday, at straight time Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - UNION

RECOGNIZED HOLIDAYS New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day Sunday holidays will be observed the following Monday

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - UNION

Craft Cement Mason PREVAILING WAGE RATE

See "Bricklayer, Stone Mason" Rates

Expiration Date

Craft Cement Mason APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									

Ratio of Apprentices to Journeymen - 1.4

Craft: Cement Mason COMMENTS/NOTES

See "Bricklayer, Stone Mason" Rates

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft Diver PREVAILING WAGE RATE

	05/29/09	11/01/09	05/01/10	11/01/10	05/01/11	11/01/11
Diver	W 47 88	W 0 00	W 0 00	W 0 00	W 0 00	W 0 00
	B 34 43	B 0 00	B 0 00	B 0 00	B 0 00	B 0 00
	T 82 31	T 84 01	T 86 26	T 87 96	T 90 21	T 91 91
Tender	W 37 17	W 0 00	W 0 00	W 0 00	W 0 00	W 0 00
	B 34 43	B 0 00	B 0 00	B 0 00	B 0 00	B 0 00
	T 71 60	T 73 05	T 75 05	T 76 50	T 78 50	T 79 95

Expiration Date 04/30/2012

Craft Diver COMMENTS/NOTES

ADDITIONAL RATE INCREASES

Effective Date	11/01/10	05/01/11	11/01/11
Total Rate (Diver)	\$87 96	\$90 21	\$91 91
Total Rate (Tender)	\$76 50	\$78 50	\$79 95

NOTE All dive crews must consist of a Tender, a Diver, and a standby Diver (standby Diver is the same rate as a Diver)

DEPTH & PENETRATION RATES Divers shall be paid the following depth and penetration rates, in addition to the regular hourly rate, when applicable

AIR DIVES

0-59 feet No additional wage
60-74 feet + \$0 25 per foot
5-125 feet + \$0 78 per foot
126-200 feet + \$1 60 per foot

MIXED GAS DIVES

0-74 feet No additional wage
75-125 feet + \$0 78 per foot
126-200 feet + \$1 60 per foot

PENETRATION DIVES

126-200 feet + \$1 00 per foot
201-275 feet + \$1 25 per foot
276-350 feet + \$1 50 per foot
351-425 feet + \$2 00 per foot

OVERTIME

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate All hours on Sundays and holidays shall be paid at double the hourly rate

RECOGNIZED HOLIDAYS New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day Veterans' Day may be switched with the day after Thanksgiving

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Dockbuilder PREVAILING WAGE RATE

	05/29/09	11/01/09	05/01/10	11/01/10	05/01/11	11/01/11
Foreman	W 44 44 B 34 43 T 78 87	W 0 00 B 0 00 T 79 56	W 0 00 B 0 00 T 81 31	W 0 00 B 0 00 T 82 51	W 0 00 B 0 00 T 84 26	W 0 00 B 0 00 T 85 46
Foreman (Concrete Form Work)	W 44 44 B 27 94 T 72 38	W 0 00 B 0 00 T 72 62	W 0 00 B 0 00 T 74 37	W 0 00 B 0 00 T 75 12	W 0 00 B 0 00 T 76 87	W 0 00 B 0 00 T 77 62
Journeyman	W 38 64 B 34 43 T 73 07	W 0 00 B 0 00 T 74 27	W 0 00 B 0 00 T 76 02	W 0 00 B 0 00 T 77 22	W 0 00 B 0 00 T 78 97	W 0 00 B 0 00 T 80 17
Journeyman (Concrete Form Work)	W 38 64 B 27 94 T 66 58	W 0 00 B 0 00 T 67 33	W 0 00 B 0 00 T 69 08	W 0 00 B 0 00 T 69 83	W 0 00 B 0 00 T 71 58	W 0 00 B 0 00 T 72 33

Expiration Date 04/30/2012

Craft: Dockbuilder APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	15 46	19 32	25 12	30 91						
Benefit	22 68	for all	intervals		Concrete	Form Work	Only -	Benefit=	17 69 all	intervals

Ratio of Apprentices to Journeymen - *

* When there are 4 or fewer Dockbuilders on a job, no more than 1 may be an apprentice. When there are 5 or more Dockbuilders, there may be 1 apprentice for every 5 Dockbuilders.

Craft: Dockbuilder COMMENTS/NOTES

ADDITIONAL RATE INCREASES

Effective Date	11/01/10	05/01/11	11/01/11
Total Rate (Foreman)	\$82 51	\$84 26	\$85 46
Total Rate (Journeyman)	\$77 22	\$78 97	\$80 17

ADDITIONAL RATE INCREASES (Concrete Form Work)

Effective Date	11/01/10	05/01/11	11/01/11
Total Rate (Foreman)	\$75 12	\$76 87	\$77 62
Total Rate (Journeyman)	\$69 83	\$71 58	\$72 33

CREOSOTE HANDLING

When handling creosote products on land piling/driving, floating marine construction, and construction of wharves, the worker shall receive an additional \$0.25 per hour.

HAZARDOUS WASTE WORK

- Hazardous waste removal work on a state or federally designated hazardous waste site where Level A, B, or C personal protection is required an additional 20% of the hourly rate, per hour.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - UNION

- Hazardous waste removal work in Level D, or where personal protection is not required an additional \$1 00 per hour

CERTIFIED WELDER When required on the job by the project owner, a Certified Welder shall receive an additional \$1 00 per hour

FOREMAN REQUIREMENTS

The first Dockbuilder on the job shall be designated a Foreman

OVERTIME

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate All hours on Sundays and holidays shall be paid at double the hourly rate

RECOGNIZED HOLIDAYS New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day Veterans' Day may be switched with the day after Thanksgiving

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft Drywall Finisher PREVAILING WAGE RATE

	05/01/09	05/01/10
Foreman	W 0 00 B 0 00 T 58 20	W 0 00 B 0 00 T 60 70
General Foreman	W 0 00 B 0 00 T 60 44	W 0 00 B 0 00 T 62 94
Journeyman	W 0 00 B 0 00 T 53 70	W 0 00 B 0 00 T 56 20

Expiration Date 04/30/2011

Craft Drywall Finisher APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
4 Months	30%	40%	50%	60%	70%	75%	80%	85%	90%	
Benefits	Intervals	1 to 3 =	5 59	Intervals	4 to 6 =	7 84	Intervals	7 to 9 =	9 73	

Ratio of Apprentices to Journeymen - 1.4

Craft Drywall Finisher COMMENTS/NOTES

The regular workday shall consist of 8 hours between 7 00 AM and 5 30 PM

SHIFT DIFFERENTIALS

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7 5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work
- Shift work must run for a minimum of 5 consecutive workdays

OVERTIME

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time

RECOGNIZED HOLIDAYS New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day afternoon, Veterans' Day, Thanksgiving Day, Christmas Day

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Electrician PREVAILING WAGE RATE

	06/02/08	06/01/09	05/31/10
Cable Splicer	W 50 07	W 51 55	W 53 11
	B 26 12	B 27 02	B 27 84
	T 76 19	T 78 57	T 80 95
Foreman	W 50 98	W 52 48	W 54 07
	B 26 60	B 27 93	B 28 34
	T 77 58	T 80 41	T 82 41
Journeyman	W 45 52	W 46 86	W 48 28
	B 23 74	B 24 57	B 25 32
	T 69 26	T 71 43	T 73 60

Expiration Date 05/30/2011

Craft: Electrician APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES						of Jour	neyman	Wage	Rate
	40%	49%	58%	68%	80%					
Yearly	40%	49%	58%	68%	80%		of Jour	neyman	Wage	Rate
Benefit	40%	49%	58%	68%	80%		of Jour	neyman	Benefit	Rate

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician COMMENTS/NOTES

THESE RATES ALSO APPLY TO THE FOLLOWING

- All burglar and fire alarm work
- All fiber optic work
- Teledata work in new construction
- Teledata work involving 16 Voice/Data Lines or more

The regular workday shall be 8 hours, between 8 00 AM and 4 30 PM

FOREMAN REQUIREMENTS

- On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate

SHIFT DIFFERENTIALS

- Shift work must run for a minimum of 5 consecutive workdays
- 2nd Shift (4 30 PM to 12 30 AM) shall receive 8 hours pay for 7 5 hours work + an additional 10% of the regular rate, per hour, inclusive of benefits
- 3rd Shift (12 30 AM to 8 00 AM) shall receive 8 hours pay for 7 hours work + an additional 15% of the regular rate, per hour, inclusive of benefits

OVERTIME

Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, and all hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits All hours on Sundays and holidays shall be paid at

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

double the regular rate, inclusive of benefits

RECOGNIZED HOLIDAYS New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft Electrician - Teledata (15 Voice/Data Lines & Less)

PREVAILING WAGE RATE

	10/16/08
Master	W 45 72
Technician/General	B 22 86
Foreman	T 68 58
Senior Technician/Lead	W 41 85
Foreman	B 20 92
(21-30 Workers on Job)	T 62 77
Technician A/Foreman	W 40 09
(11-20 Workers on Job)	B 20 05
	T 60 14
Technician B/Working	W 38 33
Foreman	B 19 18
(4-10 Workers on Job)	T 57 51
Technician C/Journeyman	W 35 17
(1-3 Workers on Job)	B 17 58
	T 52 75

Expiration Date 10/31/2009

Craft Electrician - Teledata (15 Voice/Data Lines & Less)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	17 08	18 22	20 11	22 39	25 05	27 32	29 98	32 64		
Benefits	6 66	7 10	7 85	8 73	9 77	10 66	11 69	12 73		

Ratio of Apprentices to Journeymen - 2:3

Craft Electrician - Teledata (15 Voice/Data Lines & Less)

COMMENTS/NOTES

NOTES

- These rates are for service, maintenance, moves, and/or changes affecting 15 Voice/Data (teledata) lines or less. These rates may NOT be used for any teledata work in new construction (including additions) or any fiber optic work.
- The number of Teledata workers on the jobsite is the determining factor for which Foreman category applies.

The regular workday shall be 8 hours, between 8 00 AM and 4 30 PM

SHIFT DIFFERENTIALS

- Shift work must run for a minimum of 5 consecutive workdays
- 2nd Shift (4 30 PM to 12 30 AM) shall receive 8 hours pay for 7 5 hours work + an additional 10% of the regular rate, per hour, inclusive of benefits
- 3rd Shift (12 30 AM to 8 00 AM) shall receive 8 hours pay for 7 hours work + an additional 15% of the regular rate, per hour, inclusive of benefits

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

OVERTIME

Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, and all hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - UNION

Craft Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

See "Electrician" Rates

Expiration Date

Craft: Electrician - Teledata (16 Instruments & More)

COMMENTS/NOTES

See ELECTRICIAN Rates

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft Elevator Constructor

PREVAILING WAGE RATE

	03/17/08
Journeyman	W 48 19 B 21 72 T 69 91

Expiration Date 03/16/2009

Craft Elevator Constructor

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	19 83	24 19	28 59	32 99						
Benefits	15 04	15 35	15 96	16 58						

Ratio of Apprentices to Journeymen - 1:1

Craft Elevator Constructor

COMMENTS/NOTES

The regular workday shall consist of 7 hours, between 8 00 AM and 3 30 PM

OVERTIME

Hours in excess of 7 per day, Monday through Friday, hours before or after the regular workday, and all hours on Saturdays and Sundays shall be paid at double the hourly rate. All hours on holidays shall be paid at triple the hourly rate.

RECOGNIZED HOLIDAYS New Year's Day, Lincoln's Birthday, Presidents' Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and day after, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Elevator Modernization & Service

PREVAILING WAGE RATE

	03/17/08
Journeyman	W 38 46 B 21 57 T 60 03

Expiration Date 03/16/2009

Craft: Elevator Modernization & Service

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	19 83	19 43	22 97	26 50						
Benefits	14 97	15 26	15 87	16 47						

Ratio of Apprentices to Journeymen - 1.1

Craft: Elevator Modernization & Service

COMMENTS/NOTES

MODERNIZATION (addition, replacement, refurbishing, relocation, or changes in design or appearance, of elevator equipment in existing buildings)

- The regular workday consists of 8 hours, between 8 00 AM and 4 30 PM

- Overtime

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at double the hourly rate All hours on holidays shall be paid at triple the hourly rate

SERVICE (repair or replacement of parts for the purpose of maintaining elevator equipment in good operating condition)

- The regular workday consists of 8 hours, between 7 00 AM and 5 00 PM

- Overtime

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate All hours on Sundays and holidays shall be paid at double the hourly rate

RECOGNIZED HOLIDAYS (Modernization and Service) New Year's Day, Lincoln's Birthday, Presidents' Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and day after, Christmas Day Sunday holidays observed the following Monday

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Glazier PREVAILING WAGE RATE

	05/01/09	05/01/10
Foreman	W 41 69	W 43 65
	B 18 04	B 18 69
	T 59 73	T 62 34
General Foreman	W 43 64	W 45 60
	B 18 69	B 19 33
	T 62 33	T 64 93
Journeyman	W 38 64	W 40 60
	B 17 04	B 17 68
	T 55 68	T 58 28

Expiration Date 04/30/2011

Craft: Glazier APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	30%	40%	50%	60%	70%	75%	80%	85%	90%	
4 Months										
Benefits	Intervals	1 to 3 =	5 78	Intervals	4 to 6 =	8 11	Intervals	7 to 9 =	10 10	

Ratio of Apprentices to Journeymen - 1.4

Craft: Glazier COMMENTS/NOTES

Hazard/Height Pay +\$1 00 per hour

FOREMAN REQUIREMENTS

- When there are 4 or more Glaziers on a job, 1 must be designated a Foreman
- When there are 15 or more Glaziers on a job, 1 must be designated a General Foreman

The regular workday shall consist of 8 hours, between 7 00 AM and 5 30 PM, Monday to Friday

SHIFT DIFFERENTIALS

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7 5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work

OVERTIME

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate All hours on Sundays and holidays shall be paid at double the regular rate

RECOGNIZED HOLIDAYS New Year's Day, Memorial Day, July 4th, Labor Day, General Election Afternoon, Veterans' Day, Thanksgiving Day, Christmas Day

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft Heat & Frost Insulator - Asbestos Worker

PREVAILING WAGE RATE

	10/14/08	09/19/09
Foreman	W 46 51	W 0 00
	B 24 42	B 0 00
	T 70 93	T 73 69
General Foreman	W 49 06	W 0 00
	B 25 53	B 0 00
	T 74 59	T 77 35
Journeyman	W 45 23	W 0 00
	B 23 86	B 0 00
	T 69 09	T 71 85

Expiration Date 09/18/2010

Craft Heat & Frost Insulator - Asbestos Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	Yearly	20 02	23 68	28 81	33 95					
Benefits	14 36	16 93	18 35	19 63						

Ratio of Apprentices to Journeymen - 1:4

Craft: Heat & Frost Insulator - Asbestos Worker

COMMENTS/NOTES

NOTE These rates apply to the removal of insulation materials/asbestos from mechanical systems, including containment erection and demolition, and placing material in appropriate containers

The regular workday shall be 8 hours between 8 00 AM and 4 30 PM

SHIFT DIFFERENTIALS

- Shift work must run for a minimum of 5 consecutive workdays
- The second shift shall work 7 5 hours and receive 8 hours pay at the regular rate, plus 10% per hour
- The third shift shall work 7 hours and receive 8 hours pay at the regular rate, plus 15% per hour

OVERTIME The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits All hours in excess of 10 per day, and all hours on Sundays and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits

RECOGNIZED HOLIDAYS New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day Sunday holidays observed the following Monday