

KENNETH J. LUCIANIN
Commissioner



600 Wilson Avenue
Newark, New Jersey 07105
P (973) 344-1800
www.nj.gov/pvsc

MICHAEL DeFRANCISCI
Executive Director

GREGORY A. TRAMONTOZZI
General Counsel
Acting Clerk

May 21, 2014

"Protecting Public Health and the Environment"

Mr. Brandon Reo
BR Welding, Inc.
3 Brook Road
Howell, New Jersey 07731

**Re: Contract No. A934 – Plant Infrastructure Repairs on an As-Needed Basis for
A Two (2) Year Period – Notice to Proceed**

Dear Mr. Reo:

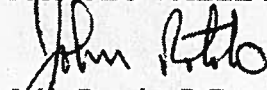
This letter will serve as Notice to Proceed under Contract A934 – Plant Infrastructure Repairs on an As-Needed Basis for a Two (2) Year Period. In accordance with the terms of the Agreement the contract is for a two (2) year period, beginning on the date of this Notice to Proceed letter, May 21, 2014 and extending through May 20, 2016.

The fully executed original of the Contract Agreement is being forwarded to your office along with this letter. Please send us copies of your insurance coverage as required under Section 00727 of the Agreement. We will be contacting you shortly to set up a pre-construction meeting for this contract.

We look forward to working with BR Welding, Inc. through the successful completion of this important project.

Very truly yours,

PASSAIC VALLEY SEWERAGE COMMISSION


John Rotolo, P.E.
Chief Engineer

Enclosure

c: Joseph Kelly
Thomas Fuscaldo
John Bolcar
Michael Donne
File

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"Protecting Public Health and the Environment"

MICHAEL DeFRANCISCI
Executive Director

GREGORY A. TRAMONTOZZI
General Counsel
Acting Clerk

May 2, 2014

BR Welding, Inc.
3 Brook Road
Howell, New Jersey 07731

Dear Sir or Madam:

The Executive Director of the Passaic Valley Sewerage Commission, Michael DeFrancisci, has determined that your company's proposal complies with the bid specifications with respect to contract number A934 (Plant Infrastructure Repairs on an As Needed Basis for a Two (2) Year Period). As such, Mr. DeFrancisci has elected to award your company contract number A934.

Enclosed you will find contract forms in triplicate bearing contract number A934 for execution by your company. In signing these contract forms, it is required that you affix your company's corporate seal on the signature page (CA-2) and furnish us with a copy of the section of your company's by-laws which authorizes the signing of contracts. This copy of the by-laws should be certified to by your company's Secretary, setting forth that the signing officers are duly authorized; that the Secretary is familiar with the corporation seal; and that the Secretary is acquainted with the signatures of the officers. Please indicate your company's State of Incorporation on the appropriate line on the CA-1 page.

A Form W-9 Request for Taxpayer Identification Number and Certification must be completed and returned with your executed contracts. If your company is exempt, please state so, sign the form and return as requested.

Please return to this office within ten (10) days (not including Sundays) of your receipt of this notice the following documents: (1) three signed copies of the contract; and (2) the Form W-9 Request for Taxpayer Identification Number and Certification.

Please do not hesitate to call me at (973) 817-5702 if you have any questions or comments about the foregoing. Thank you.

Very truly yours,
PASSAIC VALLEY SEWERAGE COMMISSION

Thomas A. Fuscaldo

Thomas A. Fuscaldo
Purchasing Agent

Enclosure TAF



1ST COPY

"Protecting Public Health and the Environment"

**BR WELDING, INC.
d/b/a BR INDUSTRIAL SERVICES**

CONTRACT NO. A934

**PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105**

CONTRACT AND SPECIFICATIONS

FOR

**PLANT INFRASTRUCTURE REPAIRS ON AN AS NEEDED BASIS
FOR A TWO (2) YEAR PERIOD**

MARCH 2014

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**** NOT PART OF CONTRACT**

APPENDIX 1

**State of New Jersey Division of Purchase and Property Two-Year Chapter 51/Executive Order 117
Vendor Certification and Disclosure of Political Contributions (CH51.1 R1/21/2009)**

APPENDIX 2

Prevailing Wages

00500 **CONTRACT AGREEMENT**

**CONTRACT NO. A934
PASSAIC VALLEY SEWERAGE COMMISSIONERS
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105**

**CONTRACT AND SPECIFICATIONS
FOR**

**PLANT INFRASTRUCTURE REPAIRS ON AN AS NEEDED BASIS
FOR A TWO (2) YEAR PERIOD**

THIS AGREEMENT, made and executed this 1st day of May, 2014,
by and between the Passaic Valley Sewerage Commissioners, a public body of the County of Essex,
State of New Jersey, hereinafter called the "Commissioners," acting through its Chairman, and
BR WELDING, INC.

3 Brook Road, Howell New Jersey 07731

a corporation chartered under the laws of the State of New Jersey partnership,
individual with principals offices at

3 Brook Road, Howell New Jersey 07731

hereinafter called the "Contractor."

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the Commissioners, for the Prices bid and stipulated in the Proposal herein contained or hereunto annexed and under the terms and conditions expressed in Bonds bearing even date with these presents, and herein contained or hereunto annexed, to furnish at his own cost and expense all the necessary materials, labor, superintendence, tools, and appliances and shall execute, construct, and finish and test in an expeditious and workmanlike manner all the work as described in the contract specifications commencing the work within ten (10) days from the date of Notice to Proceed and executing the same within the time and proceed in the manner specified and in conformity with the requirements set forth in the Contract Documents herein contained or hereunto attached and in accordance with the Contract Specifications of said Work.

In the event that the contract documents, exclusive of the Contractor's Bid Form, are in conflict with the Contractor's Bid or Bid Form, the provisions, terms and conditions of the Commissioners Contract Documents and specifications shall bind the parties.

The Contractor shall proceed with the said Work in a prompt and diligent manner and shall do all parts thereof at such times in such order as the Commissioners may approve.

The Commissioners shall not be liable to the Contractor for any neglect, default, delay or interference of or by another other contractor, nor shall any such neglect, default, delay or interference of any other contractor, or alteration which may be required in said Work, release the Contractor from the obligation to finish the said Work within the time aforesaid or from the damages to be paid in default thereof.

Name and addresses of each person or company interested in the Contract:

Brandon Reo - 3 Brook Rd - Howell, NJ 07731

It is hereby mutually agreed that the Commissioners are to pay and the Contractor is to receive the amount bid (less retainage, if any) as stipulated in the proposal herein contained or hereto annexed, as full compensation for furnishing all material and labor and in all respects completing the herein described work in the manner and under the conditions herein specified, and for fully complying with the terms and conditions of this Contract.

Subject to the applicable provisions of law, the Contract shall be in full force and effect from and after the date when a fully executed and approved counterpart hereof is delivered to the Contractor at the address set forth above and shall remain and continue in full force and effect until after the expiration of the warranty period and the Contractor and the sureties are finally released by the Commissioners.

IN WITNESS WHEREOF: The parties hereto have executed this agreement the day and year first above mentioned.

PASSAIC VALLEY SEWERAGE COMMISSIONERS

BY: [Signature]
MICHAEL DEFRANCISCI
EXECUTIVE DIRECTOR

ATTEST BY: [Signature]
PASSAIC VALLEY SEWERAGE COMMISSIONERS
GREGORY TRAMONTOZZI
ACTING CLERK

BR WELDING, INC

CONTRACTOR NAME

BY: [Signature]
CONTRACTOR

Brandon Reo, President

(SEAL)

ATTEST BY: [Signature]

CONTRACTOR

Brandon Reo,
Secretary

00305 BID SHEET (Including Terms and Conditions Applicable to the Proposal)

**Contract No. A934
PLANT INFRASTRUCTURE REPAIRS ON AN AS NEEDED BASIS**

Name of Contractor: BR WELDING, INC.

Business Name: BR WELDING, INC.

Mailing Address: 3 BROOK ROAD
(Mailing Address must include Street Address)
HOWELL, NJ 07731

Telephone No. 732-363-8253 Fax No. 732-363-0155

Contact Person: Brandon Reo

- A. The contractor shall provide supervision, labor, equipment, materials and supplies necessary to perform miscellaneous repairs to PVSC plant infrastructure on an as needed basis.

It is the intent of this contract to provide for supplementary repair work and related services which are provided on an as needed "Time and Material" basis for various tasks including but not limited to emergency services, unscheduled repairs and system modification tasks.

All work shall be performed on a time and material (T&M) basis and shall be in accordance with the contractor's T&M Schedule which shall be submitted with the bid and will become part of this contract. The schedule shall specify all supervision, labor, materials and equipment on a per unit time basis.

The work required under this contract is indeterminate; consequently there is no fixed contract amount. When a specific task is required, a "not to exceed" price and a time frame will be established.

Costs for supervision and labor shall include all cost factors, such as wages, benefits, travel time, fuel, insurance, overhead and profit, general and administrative (G&A) and all other additional expenses. **Billing time for all services performed is to begin at the start of work at PVSC and end at the time leaving PVSC.** The minimum billable time for a call in will be four (4) hours.

Costs for the Contractor to supply rental equipment that is not included within this contract shall be billed at cost +10% Markup. The pricing of all rental equipment must be reasonable and competitive with prevailing market pricing and as per Equipmentwatch.com Refer to Section 15013 for additional information.

The contractor hourly rate submitted for straight time will cover PVSC's normal working hours of 7:45AM to 4:15PM Monday through Friday in accordance with Division 1, Section 01046 - Working Hours. The overtime hourly rate will be used during weekdays after 40 hours per week or for services provided on weekends, Holidays or when being requested to work during PVSC non-normal working hours. Overtime Hourly work (If Approved) will be billed at a cost of 1.5 times the T&M Schedule Rate.

The Contractor shall have experience in the construction modifications or maintenance in Sewerage Treatment Plants, Pump Stations or similar facilities.

The contractor shall insure that all requested repairs, concrete restoration work, welding, electrical, pipefitting and fabrication etc. shall be performed by personnel who are trained to provide the type of service specified, and as outlined in Section 01710 Qualifications of Contractor.

The contractors shall be available 7 days a week for on-call and emergency service work during the life of this contract and will be compensated at the respective hourly rates.

MATERIALS AND SUPPLIES SHALL BE BILLED AT COST, PLUS A 15% MARK-UP FEE.

All rates shown on the bidder T&M Schedule shall be firm and shall be guaranteed for the duration of the Contract.

For purposes of evaluating and comparing bids, the contractor shall provide the following cost to maintain a hypothetical work crew at a PVSC facility, for a period of one forty (40) hour work week. The Contractor hourly rates for labor shall commence from the actual time the Contractor reports at the PVSC Facility requiring service until the time leaving PVSC. PVSC will maintain appropriate records showing the actual time the contractor spent on the job. The contractor will not be compensated for any traveling time between place of business and the PVSC Facility where work is to be performed.

BID FORM

WORK CREWS SERVICES FOR VARIOUS CRAFTS

******NOTE: CONTRACTOR MUST COMPLETE ALL BID ITEMS
OR BID SHALL BE CONSIDERED NON RESPONSIVE**

Work Crew #1

General Crew Services (Laborer/Demolition)

The work crew shall consist of one (1) Journeyman, one (1) Foreman and equipment as follows:

(a) Journeyman (1) <u>77.90</u> /hr. x 40 hrs.	= \$ <u>3,116.00</u>
(b) Foreman <u>88.80</u> /hr. x 40 hrs.	= \$ <u>3,552.00</u>

Total (40 hrs.) \$ 6,668.00

Work Crew #2

Site Welding Services

The work crew shall consist of one (1) Journeyman, one (1) Foreman and equipment as follows:

(a) Journeyman (1) <u>120.45</u> /hr. x 40 hrs.	= \$ <u>4,818.00</u>
(b) Foreman <u>124.85</u> /hr. x 40 hrs.	= \$ <u>4,994.00</u>

Total (40 hrs.) \$ 9,812.00

Work Crew #3

Site Painting Services

The work crew shall consist of one (1) Journeyman, one (1) Foreman and equipment as follows:

(a) Journeyman (1) <u>85.60</u> /hr. x 40 hrs.	= \$ <u>3,424.00</u>
(b) Foreman <u>93.50</u> /hr. x 40 hrs.	= \$ <u>3,740.00</u>

Total (40 hrs.) \$ 7,164.00

Work Crew #4**Site Electrical Services**

The work crew shall consist of one (1) Journeyman, one (1) Foreman and equipment as follows:

- (a) Journeyman (1) 109.25 /hr. x 40 hrs. = \$ 4,370.00
(b) Foreman 128.75 /hr. x 40 hrs. = \$ 5,150.00

Total (40 hrs.) \$ 9,520.00

Work Crew #5**Concrete Restoration/Repairs & Expansion Joint Repair Services**

The work crew shall consist of one (1) Journeyman, one (1) Foreman and equipment as follows:

- (a) Journeyman (1) 114.00 /hr. x 40 hrs. = \$ 4,560.00
(b) Foreman 119.00 /hr. x 40 hrs. = \$ 4,760.00

Total (40 hrs.) \$ 9,320.00

Work Crew #6**Site Heating, Ventilation and Air Conditioning Services**

The work crew shall consist of one (1) Journeyman, one (1) Foreman and equipment as follows:

- (a) Journeyman (1) 133.85 /hr. x 40 hrs. = \$ 5,354.00
(b) Foreman 136.30 /hr. x 40 hrs. = \$ 5,452.00

Total (40 hrs.) \$ 10,806.00

Work Crew #7**Pipefitter Services**

The work crew shall consist of one (1) Journeyman, one (1) Foreman and equipment as follows:

- (a) Journeyman (1) 114.90 /hr. x 40 hrs. = \$ 4,596.00
(b) Foreman 124.35 /hr. x 40 hrs. = \$ 4,974.00

Total (40 hrs.) \$ 9,570.00

Work Crew #8**Millwrighting Services**

The work crew shall consist of one (1) Journeyman, one (1) Foreman and equipment as follows:

- (a) Journeyman (1) 105.30 /hr. x 40 hrs. = \$ 4,212.00
(b) Foreman 119.75 /hr. x 40 hrs. = \$ 4,790.00

Total (40 hrs.) \$ 9,002.00

Work Crew #9

Shop Fabrication Services Including Sheet Metal and Structural Steel Fabrication

The work crew shall consist of one (1) Journeyman, one (1) Foreman and equipment as follows:

(a) Journeyman (1) 90.00 /hr. x 40 hrs. = \$ 3,600.00

(b) Foreman 90.00 /hr. x 40 hrs. = \$ 3,600.00

Total (40 hrs.) \$ 7,200.00

TOTAL BID PRICE (Sum of Work Crews #1 through #9) NOTE: CONTRACTOR MUST COMPLETE ALL BID ITEMS OR BID SHALL BE CONSIDERED NON RESPONSIVE

\$ 79,062.00

Amount Written

Seventy-Nine Thousand Sixty-Two Dollars and

Zero Cents

The contract will be awarded to the lowest responsible bidder based on the above Total Bid Price.

The hypothetical work crew described above is for bid evaluation purposes only. Actual crews, equipment and duration will vary, depending on the specific task to be done.

The commission reserves the right to perform work with own work force or obtain competitive pricing from a third party. The commission is also under no obligation to use the contractor's work force.

The work required under this contract is indeterminate and will be performed on a "Time and Material" basis. There shall be no fixed contract amount when a specific task is required, a "not to exceed" price and time frame will be established for the task. Contractor's time required to develop a cost proposal for any given task or project shall not be compensable.

The work shall proceed in the manner specified and in conformity with the requirements set forth in the Contract Documents herein contained or hereunto attached and in accordance with the Contract Specifications.

In the event of a conflict between the bid specifications (request for proposal, invitation to bid, etc.) and the contractors bid submission (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall govern the agreement between PVSC and the contractor.

The term of this contract is for a two (2) year period, beginning from notice to proceed date and extending through two years after notice to proceed. All prices shall hold firm, and not be subject to increase during the term of the contract.

B. All prices are exclusive of N. J. State and Federal Taxes. The Passaic Valley Sewerage Commissioners is exempt from the New Jersey Sales and Use Taxes, pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.).

C. The cost of all Warrantees shall be included in each of the total bid item prices.

The bid item prices shall be net, including all transportation charges fully prepaid by vendor, F.O.B. Destination.

D. Prices shall also include all transportation charges on materials removed from site and charges pertaining to disposal and other costs pertaining to the execution of the work.

E. The Commissioners reserve the right to make no award and reject all bids in accordance with applicable laws and regulations.

F. The contractor shall maintain for the duration of the work to be done under this contract, Liability Insurance in the amounts specified in the contract. Upon execution of the contract, the contractor shall furnish the PVSC with all certificates of insurance as required and set forth herein.

G. No variations will be permitted to the terms and conditions of the contract. Terms and conditions are in accordance with N. J. Laws for Public Bidding and the policies of the Passaic Valley Sewerage Commissioners. Any bids that include variations to the terms and conditions will be considered non-responsive and will be rejected.

H. Only contractors with experience with a similar type of work will be considered. Certification of this experience, and the names and addresses of at least three (3) customers from whom similar work was performed within the last three (3) years, shall be supplied with the bid. A certification questionnaire form (Section 00401) is included for the Contractor's convenience.

I. Unless prevented by strike or strikers which prevent construction or delivery of equipment or supplies from the manufacturer, failure to complete the work within the specified time shall be considered an abandonment of the contract and the Commissioners may seek redress for damages.

J. The work must be completed without interrupting the operation of the PVSC Treatment Plant. The contractor must schedule his operations in detail with PVSC as noted in Div. 1, Section 01310 of Contract Specifications.

K. Upon completion, inspection and acceptance by the Commissioners of the work, Contractor shall turn over to the Commissioners the one (1) year warranty specified in Div. 1, Section 01730.

After acceptance by the PVSC the contractor shall submit a bill for the items delivered, and the Commissioners at their next scheduled monthly meeting will pay the amount due, unless the bill is disputed.

To assure timely payment, bills must be received by the PVSC Plant Engineering Department not less than eighteen (18) days prior to the Commissioners meeting date. (Meeting dates will be provided by PVSC.)

L. **Proposals shall be enclosed in opaque sealed envelopes, addressed to Passaic Valley Sewerage Commissioners, 600 Wilson Avenue, Newark, New Jersey 07105, with the name and address of the bidder plainly marked upon the outside thereof. (If forwarded by preferably registered mail, the sealed envelope containing the proposal, marked as directed above must be enclosed in another envelope addressed as specified in the Proposal.) The outside envelope containing the bids must clearly identify the bid number, contract name and bid opening date. Failure to properly identify the contents may result in the bid being rejected.**

To the extent that N.J.S.A. 2A:30A:-2 applies to the project and its related work and/or any agreement between PVSC and the Contractor, all exceptions contained in N.J.S.A. 2A:30A-2(a) shall apply solely for the benefit of PVSC.

STATE OF NEW JERSEY

COUNTY OF Monmouth

§

I, Brandon Reo of the City of Howell in the County of Monmouth and State of New Jersey, of full age, being duly sworn according to law, on my oath depose and say that:

I am President, of BR Welding, Inc., the Bidder making the Bid for this Project.

I execute the said Bid with full authority to do so.

I, and to the best of my knowledge, the Bidder, and any officer, director, employee or other representative of the bidder, have not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named Project.

All statements contained in said Bid and all Contract Documents and in this affidavit are true and correct, and made with full knowledge that the Passaic Valley Sewerage Commissioners rely upon the truth of the statements contained in said Bid and Contract Documents, and in the statements contained in this Affidavit, in awarding the Contract for said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract 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 Bidder.

Sworn

on

Behalf

of:

Brandon ReoName of Bidder: BR Welding, Inc.

Sworn and subscribed to
before me this 17th day
of April, 2014.

Rose C. Gugliemelli
Notary Public of New Jersey
ROSE C. GUGLIELMELLI
NOTARY PUBLIC OF NEW JERSEY
ID # 2370083
My Commission Expires 2/21/2018

00403

PASSAIC VALLEY SEWERAGE COMMISSIONERS

CONTRACT NO. A934- SUBCONTRACTOR LISTING

Failure to complete this Section may be a cause for the bid to be rejected.

The undersigned proposes to use the following subcontractors to perform the work indicated (use additional sheets as required).

<u>Work to be Performed</u>	<u>Name(s) and Address of Subcontractor(s)**</u>	<u>License Number(s)</u>
1. Plumbing & Gas Fitting and all Kindred Work	N/A	
2. Heating and Ventilation and all Kindred Work	Environmental Climate Control 51 Paterson Ave. Wallington, NJ 07057	
3. Electrical Work	Pereira Electrical Contracting Inc. 205 Liberty St. Metuchen, NJ 08840	
4. Structural Steel and Ornamental Iron Work	BR Welding, Inc. 3 Brook Road Howell, NJ 07731	

Brandon Reo, President

Name and Title of Authorized Representative



Signature of Authorized Representative

****IMPORTANT NOTE:** Whenever a Bid sets forth more than one subcontractor for any of the specialty trade categories (1) through (4) specified hereinabove in this section, the Bidder shall submit to PVSC a certificate signed by the bidder listing each subcontractor named in the Bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the Bidder has agreed to award to each subcontractor should the Bidder be awarded the contract. The certificate shall be submitted to PVSC simultaneously with the list of subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor.