

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) Forman 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) Forman 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.