

RESOLUTION 14-115

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR EQUIPMENT REPAIR OF INDUSTRIAL EQUIPMENT

WHEREAS, the Rockaway Valley Regional Sewerage Authority (RVRSA) owns and operates pumps, motors and other industrial equipment utilized to convey wastewater, residuals and air for treatment and to achieve compliance with the terms and conditions of its wastewater discharge permit; and

WHEREAS, at this time, repairs are needed to this equipment; and

WHEREAS, the Authority desires to award a contract for the performance of such shop repair work to Northeast Fluid Power Co. II, Inc. 40A Stern Avenue, Springfield, NJ 07081; and

WHEREAS, N.J.S.A. 40:11-2 authorizes the Authority to award contracts for Extraordinary Unspecifiable Services without public advertising for bids and bidding thereof; and

WHEREAS, the Authority has reviewed the Certification of JoAnn Mondini, Executive Director, dated December 4, 2014 herewith; and

WHEREAS, funds are available in the line items 14-556-001 and 14-556-005.

NOW THEREFORE, BE IT RESOLVED that the Rockaway Valley Regional Sewerage Authority as follows:

1. The Authority hereby authorizes the Executive Director to enter into a contract with Northeast Fluid Power Co. II, Inc. located at 40A Stern Avenue, Springfield, New Jersey 07081 to affect the needed shop repairs to the pumps, motors and other industrial equipment of the RVRSA, in an amount not to exceed \$60,000.00 without the prior authorization of the RVRSA.

2. The Executive Director shall cause a copy of the within Resolution to be published in an official newspaper of the Authority.

3. This Resolution shall take effect immediately.

CERTIFICATION

I do hereby certify that this Resolution was adopted at a regular meeting of the Rockaway Valley Regional Sewerage Authority held on December 11, 2014

On motion of: Glenn Corbett

Second by: Joseph Lowell


ROLL CALL VOTE:

Yeas: (8) Andes, Cegelka, Corbett, Guadagno, Lowell, Schaefer, Schorno, Secco

Nays: (0) None

Abstain: (2) Recchia and Vincitore

Absent: (0) None



Michael Guadagno
Board Secretary

**CERTIFICATION DECLARATION FOR AN
EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

TO: Rockaway Valley Regional Sewerage Authority Board Members

FROM: JoAnn Mondsinì, Executive Director

DATE: December 4, 2014

SUBJECT: Contract for unspecifiable equipment repair contract

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Northeast Fluid Power Co. II, Inc.

Cost: Not to exceed \$60,000 Board approval – see rate schedule – plus parts (unspecified)

Duration: 1-year

Purpose: To repair and or rebuild pumps, motors and other equipment

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

1. Provide a clear description of the nature of the work to be done.

The work to be done by Northeast Fluid Power Co. II, Inc. shall involve the removal of pumps and other equipment from the RVRSA to the mechanic shop located at Northeast Fluid Power Co. II, Inc., the pumps and other equipment shall be disassembled, inspected and the RVRSA will be notified of the repairs or replacement of parts needed to effect the rehabilitation or repair of the pumps and other equipment. Upon approval by the RVRSA, Northeast Fluid Power Co. II, Inc. will repair/replace parts or recondition the pumps and other equipment. Northeast Fluid Power Co. II, Inc. will then return, install and test the pump and other equipment to the satisfaction of the RVRSA.

2. Describe in detail why the contract meets the provisions of the statute and rules:

This contract meets the provisions of the statute and rules because the work required demands a certain level of expertise in pump, motor repair and machining. It is necessary that Northeast Fluid Power Co. II, Inc. possess expertise and extensive training in the field of wastewater pump and equipment repair because it is critical and essential to the RVRSA because the RVRSA needs to stay in compliance with its NJPDES PERMIT.

3. The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:

The work to be performed requires removal and disassembly of the pumps and equipment in order to ascertain what repairs, machining or new parts will be needed to effect the repair of which is of such a qualitative nature that it cannot be described in written specifications.

4. Describe the informal solicitation of quotations:

On December 4, 2014, the RVRSA requested certification from Northeast Fluid Power Co. II, Inc. regarding the payment of Prevailing Wages in accordance with the Prevailing Wage Law.

5. I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.

Respectfully,

Name: 
JoAnn Mondsini
Executive Director



Northeast Fluid Power Co. II, Inc.

40A Stern Avenue
Springfield, NJ 07081

Ph: (973) 379-0770
Fax: (973) 379-3972
northeastfluidpower@gmail.com

Quality Engineered Rotating Equipment Parts, Sales & Service

December 4, 2014

Rockaway Valley Regional Sewerage Authority
R.D. #1, 99 Greenbank Road
Boonton, NJ 07005-9602

The Contractor, Northeast Fluid Power Co. II, Inc. certifies that no workers, including laborers, mechanics, skilled or semi-skilled, laborers and apprentices or helpers employed by any contractor or subcontractor and engaged in the performance of services directly upon a public work ("Worker"), subject to the New Jersey Prevailing Wage Act will be employed by Northeast Fluid Power Co. II, Inc. in connection with the contract for the repair of the RVSA's equipment. If a Worker is employed with respect to the aforesaid contract, Northeast Fluid Power Co. II, Inc. hereby agrees to pay or cause to be paid to all Workers employed in connection with the completion of the project not less than the prevailing wages as determined and established by the Commissioner of the Department of Labor and Workforce Development of the State of New Jersey pursuant to N.J.S.A. 34:11-56.30.

Tracy R. Press
Corporate Secretary
Northeast Fluid Power Co. II, Inc.

12.4.2014

Date

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

County - MORRIS

Craft: Millwright

PREVAILING WAGE RATE

	11/01/14	05/01/15	11/01/15
Foreman	W51.13 B28.69 T79.82	W0.00 B0.00 T80.59	W0.00 B0.00 T81.84
Journeyman	W44.46 B24.95 T69.41	W0.00 B0.00 T70.70	W0.00 B0.00 T71.95

Expiration Date: 04/30/2016

Craft: Millwright

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
6 Months										
Benefits	56% of	Appren	tice	Wage	Rate	for all	intervals	+.05		

Ratio of Apprentices to Journeymen - 1:4

Craft: Millwright

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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