

RESOLUTION No 25 - 340

Date of Adoption SEP 04 2025

Approved as to Form and Legality  
[Signature]  
WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Factual content certified by  
[Signature]  
SEAN SEMPLE, DIRECTOR OF WATER AND SEWER

Councilman /woman \_\_\_\_\_ presents the following Resolution:

SPONSORED BY: \_\_\_\_\_

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO FOLEY, INCORPORATED FOR THE STAND-BY ENGINE INSPECTION AND MAINTENANCE FOR THE DEPARTMENT OF WATER AND SEWER, TRENTON WATER WORKS, WATER FILTRATION PLANT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$55,420.21- BID2025-68**

**WHEREAS**, one (1) sealed bid was received in the Division of Purchasing on July 23, 2025, at 11:00 am, by the Purchasing Agent for the Stand-by Engine Inspection and Maintenance for the City of Trenton, Department of Water and Sewer, Trenton Water Works, Water Filtration Plant; and

**WHEREAS**, the sole bidder of Foley, Incorporated, 855 Centennial Avenue, Piscataway, NJ 08855, is made pursuant to the advertisement, be and is hereby accepted, as the lowest, responsible, responsive bidder complying with terms and specifications on file in the Division of Purchasing; and

**WHEREAS**, funds in an amount not to exceed \$55,420.21 have been certified to be available in the following account number: 5-05-55-5506-813-013. This contract shall be awarded for a period of one (1) year from the date of award with the option to extend one (1) additional year in an amount not to exceed \$55,420.21 contingent upon the temporary and final adoption of CY' 26; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with Foley, Incorporated, 855 Centennial Avenue, Piscataway, NJ 08855, for the Stand-by Engine Inspection and Maintenance for the City of Trenton, Department of Water and Sewer, Trenton Water Works, Water Filtration plant for a period of one (1) year in an amount not to exceed \$55,420.21 with the option to extend one (1) additional year from the date of award for the said purposes in the manner prescribed by law.

MOTION: <i>Frisky</i>					SECOND: <i>Feliciano</i>										
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent			Aye	Nay	Abstain	Absent
EDWARDS	✓				FRISBY	✓				GONZALEZ		✓			
FELICIANO	✓				HARRISON				✓						
FIGUEROA KETTENBURG				✓	WILLIAMS	✓									

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on SEP 04 2025

[Signature]  
President of Council

[Signature]  
City Clerk



**A G R E E M E N T**  
**C I T Y   O F   T R E N T O N ,   N E W   J E R S E Y**  
**BID2025-68**  
**RES. NO. 25-340**

**AWARDED TO FOLEY, INCORPORATED**

**FOR THE STAND-BY ENGINE INSPECTION AND MAINTENANCE FOR THE DEPARTMENT OF  
WATER AND SEWER, TRENTON WATER WORKS, WATER FILTRATION PLANT**

This Agreement, entered into this 5<sup>th</sup> Day of SEPTEMBER 2025 between the City of Trenton, a municipal corporation of the State of New Jersey, 'CITY' **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** and **FOLEY, INCORPORATED, 855 CENTENNIAL AVENUE, PISCATAWAY, NJ 08855** ("Contractor"), witnesseth that:

**WHEREAS**, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services **IN AN AMOUNT NOT TO EXCEED \$55,420.21 FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF THE AWARD.**

**FIRST**, A. Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO FOLEY, INCORPORATED  
FOR THE STAND-BY ENGINE INSPECTION AND MAINTENANCE FOR THE DEPARTMENT OF  
WATER AND SEWER, TRENTON WATER WORKS, WATER FILTRATION PLANT FOR A PERIOD OF  
ONE (1) YEAR FROM THE DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$55,420.21 –  
BID2025-68**

B. The contract shall be submitted with contracts with the following:

**UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTS**

Such performance by Contractor will be in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

**SECOND.** The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered, and accepted in full conformity to the aforementioned specifications and offer or proposal.

**THIRD.** The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

**FOURTH.** In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first



notified of the necessity for such replacement and given the same time allowance for such replacement as is given Contractor.

FIFTH. This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed \$2,500.00, approval by Resolution of the Governing Body shall be required), and any breach of this convenient shall authorize the City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (NJSA 40A:11-50). Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

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

a. 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, or sex. CONTRACTOR will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action 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 contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, will send to each labor union or representative of workers with which he 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 CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. THE CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing



by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or
3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3)(a) (1)

g. CONTRACTOR or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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 or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. 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. (N.J.A.C. 17:27-5.3) (a) (3)

i. 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, or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)

j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)

k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)



o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 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. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.


**CITY OF TRENTON**

Attest:

  
Brandon L. Garcia, RMC  
Municipal Clerk

Date

10/9/25

  
W. Reed Gusciora, Esq. Mayor

Date

10-7-25


and

**FOLEY, INCORPORATED, 855 CENTENNIAL AVENUE, PISCATAWAY, NJ 08855**

CONTRACTOR SIGNATURE

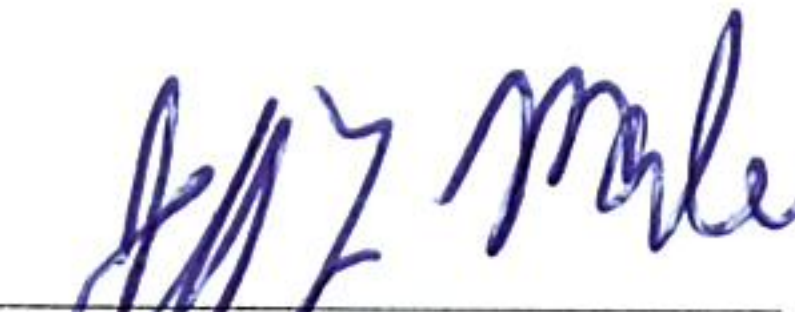
DATE

Attest:

  
Secretary

Date

9-30-25

  
Mark  
EVP



**PROPOSAL FOR THE  
TRENTON WATER WORKS, EWING BOOSTER STATION  
CY 2025 - YEAR ONE - 440 KW CATERPILLAR MODEL 3506T DIESEL ENGINE  
INSPECTION & MAINTENANCE CONTRACT**

- Item 1 For furnishing all labor, tools, equipment, and parts to perform **monthly** planned service and adjustments and calibrations inclusive of Monthly Testing
- 12 @ \$ 482 per service \$ 5,784.00  
(Write Unit Price)
- Item 2 For furnishing all labor, tools, equipment, and parts to perform **three month** planned service and adjustments and calibrations
- 4 @ \$ 482 per service \$ 1928.00  
(Write Unit Price)
- Item 3 For furnishing all labor, tools, equipment, and parts to concurrently perform **six month** planned services and adjustments and calibrations
- 2 @ \$ 482 per service \$ 964  
(Write Unit Price)
- Item 4 For furnishing all labor, tools, equipment, and parts to concurrently perform **annual** planned services and adjustments and calibrations inclusive of Annual Testing
- 1 @ \$ 1263.34 per service \$ 1263.34  
(Write Unit Price)
- Item 5 For furnishing all labor, tools, and equipment to perform emergency service work and work beyond the scope of the maintenance service on the gas engines
- Fixed amount of \$ 6,000.00 \$ 6,000.00
- \$ \_\_\_\_\_ / hour labor rate
- Six thousand dollars  
(Write Total from above)



Item 6 For furnishing parts not covered under the basic maintenance service plan or under manufacturer's warranty

Fixed amount of \$ 6,000.00

\$ 6,000.00

Six thousand dollars  
(Write Total from above)

Item 7 For furnishing service to other equipment

Fixed amount of \$ 6,000.00

\$ 6,000.00

Six thousand dollars  
(Write Total from above)

<b>2025 PART I BID FOR THE CONTRACT</b> (Items 1 through 7 inclusive)	\$ <u>27,939.34</u>
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**Trenton Water Works, Klockner Booster Station**  
**CY 2025 200 kW Cummins/Katolight Model GTA 855 A Natural Gas Engine Inspection & Maintenance Contract**

- Item 8 For furnishing all labor, tools, equipment, and parts to perform **monthly** planned service and adjustments and calibrations inclusive of Monthly Testing  
 12 @ \$ 480 per service \$ 5,760.00  
 (Write Unit Price)
- Item 9 For furnishing all labor, tools, equipment, and parts to perform **three month** planned service and adjustments and calibrations  
 4 @ \$ 480 per service \$ 1920.00  
 (Write Unit Price)
- Item 10 For furnishing all labor, tools, equipment, and parts to concurrently perform **six month** planned services and adjustments and calibrations  
 2 @ \$ 480 per service \$ 960.00  
 (Write Unit Price)
- Item 11 For furnishing all labor, tools, equipment, and parts to concurrently perform **annual** planned services and adjustments and calibrations inclusive of Annual Testing  
 1 @ \$ 840.87 per service \$ 840.87  
 (Write Unit Price)
- Item 12 For furnishing all labor, tools, and equipment to perform emergency service work and work beyond the scope of the maintenance service on the gas engines  
 Fixed amount of \$ 6,000.00 \$ 6,000.00  
 \$ 284 / hour labor rate  
Six thousand dollars  
 (Write Total from above)



Item 13 For furnishing parts not covered under the basic maintenance service plan or under manufacturer's warranty

Fixed amount of \$ 6,000.00

\$ 6,000.00

Six thousand dollars  
(Write Total from above)

Item 14 For furnishing service to other equipment

Fixed amount of \$ 6,000.00

\$ 6,000.00

Six thousand dollars  
(Write Total from above)

<b>2025 PART II BID FOR THE CONTRACT</b> (Items 8 through 14 inclusive)	\$ <u>27,480.87</u>
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<b>2025 TOTAL (PART I &amp; II) BID FOR THE CONTRACT</b> (Items 1 through 14 inclusive)	\$ <u>55,420.21</u>
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Company Name <	Foley, Incorporated
Authorized Signature <	
Printed name of above <	Joe Amabile
Person to Contact <	Chris Woods / 732-710-8623 / cgwoods@foleyinc.com



**PROPOSAL FOR THE  
TRENTON WATER WORKS, EWING BOOSTER STATION  
OPTION TO EXTEND ONE (1) ADDITIONAL YEAR CY 2026 440 KW CATERPILLAR  
MODEL 3506T DIESEL ENGINE INSPECTION & MAINTENANCE CONTRACT**

- Item 1 For furnishing all labor, tools, equipment, and parts to perform **monthly** planned service and adjustments and calibrations inclusive of Monthly Testing
- 12 @ \$ 482 per service \$ 5784.00  
(Write Unit Price)
- Item 2 For furnishing all labor, tools, equipment, and parts to perform **three month** planned service and adjustments and calibrations
- 4 @ \$ 482 per service \$ 1928.00  
(Write Unit Price)
- Item 3 For furnishing all labor, tools, equipment, and parts to concurrently perform **six month** planned services and adjustments and calibrations
- 2 @ \$ 482 per service \$ 964.00  
(Write Unit Price)
- Item 4 For furnishing all labor, tools, equipment, and parts to concurrently perform **annual** planned services and adjustments and calibrations inclusive of Annual Testing
- 1 @ \$ 1263.34 per service \$ 1263.34  
(Write Unit Price)
- Item 5 For furnishing all labor, tools, and equipment to perform emergency service work and work beyond the scope of the maintenance service on the gas engines
- Fixed amount of \$ 6,000.00 \$ 6,000.00
- \$ \_\_\_\_\_ / hour labor rate
- Six thousand dollars  
(Write Total from above)



Item 6 For furnishing parts not covered under the  
basic maintenance service plan or under  
manufacturer's warranty  
Fixed amount of \$ 6,000.00 \$ 6,000.00

Six thousand dollars  
(Write Total from above)

Item 7 For furnishing service to other equipment  
Fixed amount of \$ 6,000.00 \$ 6,000.00

Six thousand dollars  
(Write Total from above)

2026 PART I BID FOR THE CONTRACT (Items 1 through 7 inclusive)	\$ <u>27,939.34</u>
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**PROPOSAL FOR THE  
TRENTON WATER WORKS, KLOCKNER BOOSTER STATION  
OPTION TO EXTEND ONE(1) ADDITIONAL YEAR CY 2026  
200 KW CUMMINS/KATOLIGHT MODEL GTA 855 A NATURAL GAS ENGINE  
INSPECTION & MAINTENANCE CONTRACT**

- Item 8 For furnishing all labor, tools, equipment, and parts to perform **monthly** planned service and adjustments and calibrations inclusive of Monthly Testing  
12 @ \$ 480 per service \$ 5760  
(Write Unit Price)
- Item 9 For furnishing all labor, tools, equipment, and parts to perform **three month** planned service and adjustments and calibrations  
4 @ \$ 480 per service \$ 1920  
(Write Unit Price)
- Item 10 For furnishing all labor, tools, equipment, and parts to concurrently perform **six month** planned services and adjustments and calibrations  
2 @ \$ 480 per service \$ 960.00  
(Write Unit Price)
- Item 11 For furnishing all labor, tools, equipment, and parts to concurrently perform **annual** planned services and adjustments and calibrations inclusive of Annual Testing  
1 @ \$ 840.87 per service \$ 840.87  
(Write Unit Price)
- Item 12 For furnishing all labor, tools, and equipment to perform emergency service work and work beyond the scope of the maintenance service on the gas engines  
Fixed amount of \$ 6,000.00 \$ 6,000.00  
\$ 284 / hour labor rate  
Six thousand dollars  
(Write Total from above)



Item 13 For furnishing parts not covered under the  
basic maintenance service plan or under  
manufacturer's warranty

Fixed amount of \$ 6,000.00

\$ 6,000.00

Six thousand dollars  
(Write Total from above)

Item 14 For furnishing service to other equipment  
Fixed amount of \$ 6,000.00

\$ 6,000.00

Six thousand dollars  
(Write Total from above)

**2026 PART II BID FOR THE  
CONTRACT  
(Items 8 through 14 inclusive)**

\$ 27,480.87

**2026 TOTAL (PART I & II) BID FOR  
THE CONTRACT  
(Items 1 through 14 inclusive)**

\$ 55,480.21

Company Name < Foley, Incorporated

Authorized Signature < [Signature]

Printed name of above < Joe Amabile

Person to Contact < Chris Woods / 732-710-8623 / cgwoods@foleyinc.com



**CITY OF TRENTON**

**TRENTON WATER WORKS**

**CY2025 AND 2026 STAND-BY ENGINE INSPECTION &  
MAINTENANCE CONTRACT  
FOR A PERIOD OF ONE (1) YEAR  
WITH AN OPTION TO EXTEND ONE (1) ADDITIONAL YEAR**



## **General Conditions**

### **Location of Diesel & Gas Engines**

Trenton Water Works owns and operates a diesel stand-by engine at the Ewing Booster Station and a natural gas fired, continuous duty engine at the Klockner Booster Station. The engines are installed and in operation. The Trenton Water Works Ewing Booster Station is located at the end of Silvia St., approximately 1,200 ft South of Parkway Avenue, Ewing Township, New Jersey. The Trenton Water Works Klockner Booster Station is located on Denow Road, between Wyckoff Drive and Navesink Drive, Hopewell Township, New Jersey.

### **Engine Type and Historical Use**

The engine at the Ewing Booster Station is a Caterpillar Model 3406T Emergency Diesel Generator – 440 kW @ 1,800 Rpm (590 BHP) – 4.1 MMBTU/Hr. The engine at the Klockner Booster Station is Cummings Natural Gas Engine (# 25186110) with a Katolight 200 kW Model GTA 855 Generator (SN# N200FR74) – 2.6 MMBTU/Hr. Both locations were placed in service around 1994.

### **Contract Duration**

The contract shall be from the award date of the contract for a period of one year with the option to extend one additional year.

The contracting unit at its sole discretion and pursuant to the authority granted to it in accordance with N.J.S.A. 40A:11-15 may extend the time of any contract for services, other than professional services, the statutory length of which contract is for three years or less. Such contracts shall be limited to no more than one two-year extension or two one-year extensions and shall be subject to the limitations contained in this section. All multi-year contracts entered into pursuant to this section, including any two year or one year extensions, with the exception of those contracts identified in subsections (1), (9), (12), (16), (17), (18), (19), (24), (30), (31), (34), (35), (36) and (37) of N.J.S.A. 40A:11-15, shall be subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation and are subject to annual cancellation if said funds become unavailable.

There are separate proposal sheets for each stand-by engine for both years 2025 & 2026.

### **Contractor Qualifications**

The contractor shall be an authorized and certified Caterpillar and Cummins/Katolight service and repair facility and shall provide personnel certified by Caterpillar and Cummins/Katolight to perform the work included in this contract and also shall be certified to do any additional work performed beyond the scope



of the contract which may be authorized by the Water Treatment Plant Superintendent and described elsewhere in this document.

## **Site Visit**

Contractors are highly recommended to visit the site(s) of the Ewing Booster Station and the Klockner Booster Stations. To schedule a visit, contractors shall contact Taya Brown-Humphrey, Water Treatment Plant Superintendent, by calling 609-989-3640 three business days in advance of any scheduled visit, and prior to the date of bid opening. Contractors shall use the recommended site visit to familiarize themselves with the conditions under which the work shall be conducted.

## **Scheduling of Work**

It is imperative that all work shall be scheduled with the Water Treatment Plant Superintendent or the duly authorized representative. Where the amount of time to perform a scheduled service allows for it to be completed within one day, the work shall be scheduled from 7:30 A.M. to 3:30 P.M.

## **Monthly Inspection Tests & Reports**

In line with N.J.A.C. 7:27 **and** the New Jersey Department of Environmental Protection, Facility Specific Requirements for each permitted location, it is the intent of the Trenton Water Works to have monthly operational no load test inspections of the emergency generator for both the Ewing Booster Station and the Klockner Booster Station performed toward the beginning of each Calendar Month on an Air Quality Index day of <100. Documentation for each location and month shall be included in the vendors report and legibly printed on all necessary Emergency Generator Operating Logs for the Trenton Water Works specific to each Pump Station while complying with all parameters indicated on the forms. That documentation shall include but not be limited to static engine checks, engine run tests, engine gauge readings, static generator checks, generator engine running tests, generator meter readings, any notes of pertinent conditions or defects, Hobbs meter readings at start and end, start time, end time and date and day of operation.

## **Annual Inspection Tests & Reports**

In line with N.J.A.C. 7:27 **and** the New Jersey Department of Environmental Protection, Facility Specific Requirements for each permitted location, it is the intent of the Trenton Water Works to have annual operational load test inspection for a minimum of (2) two hours for the emergency generator at both the Ewing Booster Station and the Klockner Booster Station. They shall be performed on an Air Quality Index day of <100. Documentation for each location should be included in the vendors report and legibly printed on all necessary Emergency Generator Operating Logs for the Trenton Water Works specific to each Pump Station while complying with all parameters indicated on the forms. That documentation shall include but not be limited to static engine checks, engine run tests, engine gauge readings, static generator checks,



generator engine running tests, generator meter readings, any notes of pertinent conditions or defects, Hobbs meter readings at start and end, start time, end time and date and day of operation. In addition to the annual inspection, there shall be a change of the oil, oil filter, air filter, fuel filter and engine antifreeze. A sample of the lube oil, oil, antifreeze, fuel oil shall undergo a comprehensive analysis.

### **Service Manual and/or Bulletin Reference**

The proposal includes line items for periodic maintenance service. The line items are based upon the engine manufacturer(s) recommended maintenance service schedule as contained in Caterpillar Service Manual and the Cummins/Katolight Service Manuals. The maintenance service items included in those Service Manuals shall be performed as part of each proposal item. If at the time of the receipt of bids the manufacturer has issued a revised service bulletin for each of those manuals, then the most recently issued maintenance service items contained in that bulletin shall be required by the bid items.

### **Parts to be Furnished**

If and when required by the manufacturer's service manual or bulletin, the Unit Price Bid for each bid item covering the periodic basic service as contained in the service bulletin shall include furnishing the following parts:

- All filters
- O-Rings
- Seals
- Elements
- Ignition components (including spark plugs)
- Hoses
- Carburetion components
- Oil
- Grease
- Fan Belts
- Antifreeze mixture

### **Owner Responsibilities**

In conjunction with the performance of the work included in this proposal Trenton Water Works shall agree to be responsible for performing shift, daily, and weekly inspections and spot checks in accordance with the manufacturer's recommendations and recording the results of those spot checks and inspections on report forms of such a format that will be mutually agreed to by the contractor and Water Treatment Plant Superintendent. Trenton Water Works also shall immediately shut down a system at the first sign of trouble and notify the contractor as soon as possible. After the execution of the contract the contractor and duly authorized Trenton Water Works personnel shall establish protocols for dealing with such events. The contractor and duly authorized Trenton Water works Personnel shall also establish other such contract protocols and procedures to facilitate the performance of the work.



## **Service Beyond Scope of Basic Maintenance Services**

If, during the performance of scheduled maintenance service, it is determined that it is necessary to repair or replace items not covered under the maintenance schedule set forth by the manufacturer and is contracted for under the maintenance service scope of work of this contract, the contractor shall provide labor, equipment, material and supplies to make such repairs or replacements. If the nature and extent of the repair or replacement is known at the time it is determined by the contractor, the contractor shall notify the Water Treatment Plant Superintendent or duly authorized representative of the estimated cost of the work. After which, the Water Treatment Plant Superintendent or his duly authorized representative will decide whether the contractor shall make the repair. If the full extent of the work required cannot be determined, then the contractor will be required to provide an estimate of the cost to repair or replace the equipment subject to revision once the work has been completed. The cost of the labor shall be based upon hourly rates submitted by the contractor with its bid proposal applied to the number of actual hours spent making the repair or replacement. The cost of any parts needed to perform the repair, or replacement shall be no more than the standard industry costs for the parts as published by the manufacturer.

Payment for work performed under the provisions of this section shall be paid for under bid proposal Items 5 through 7 and 12 through 14. In the event the proposed cost of any work causes the amount of monies allocated for such work by the fixed amount in the bid proposal to be exhausted, the work will be authorized through the issuance of an emergency purchase order number given to the contractor by the Water Treatment Plant Superintendent or his duly authorized representative. Payment for work performed under the emergency purchase order shall be separated from any payments made to the contractor for work performed under the items of this contract

## **Emergency Field Service**

The contractor shall provide an emergency response field service for the equipment listed above under **Engine Type and Historical Use**. A telephone number shall be provided with the bid proposal form. The telephone number shall be used by the Water Treatment Plant Superintendent or his duly authorized representative to call for such service. It shall be made a part of the agreement between the Trenton Water Works and the contractor that the contractor shall provide a guarantee that the required personnel will be dispatched to the site or sites so that the personnel will arrive within four hours of being called to correct the source of the problem. Failure of the contractor to fulfill the guarantee shall result in a penalty to the contractor equal to the amount of revenue lost by Trenton Water Works as a result of the diesel or gas engines not operating due to the contractor(s) failure to arrive within four hours from being called. The revenue lost shall be determined by calculating the payment the Trenton Water Works would have received from the PSE&G Standard Offer Number One program had the engine been in service for the period of lateness. The period of lateness shall be rounded upward to the nearest half-hour. Additionally, the contractor shall provide 24-hour access to OEM or better parts inventory. The contractor shall provide with its bid proposal a list of names and telephone numbers of people to call to provide assistance.



Payment for work performed under the provisions of this section shall be paid for under bid proposal Items 5 through 7 and 12 through 14. In the event the proposed cost of any work causes the amount of monies allocated for such work by the fixed amount in the bid proposal to be exhausted, the work will be authorized through the issuance of an emergency purchase order number given to the contractor by the Water Treatment Plant Superintendent or duly authorized representative.