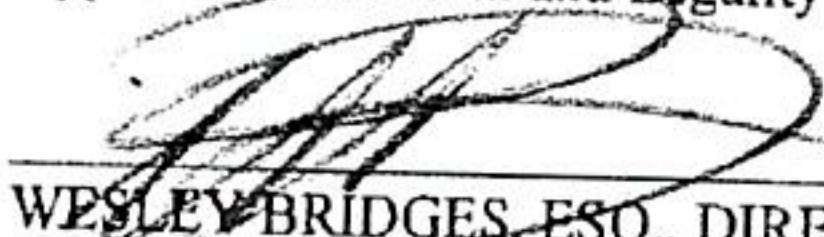


RESOLUTION No. 25-371Date of Adoption OCT 07 2025

Approved as to Form and Legality



WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Factual content certified by



SEAN SEMPLE, DIRECTOR OF WATER AND SEWER

Councilman /woman

presents the following Resolution:

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

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO MACK MECHANICAL, LLC TO PROVIDE HVAC SYSTEMS MAINTENANCE FOR THE DEPARTMENT OF WATER AND SEWER, TRENTON WATER WORKS DISTRIBUTION COMPLEX FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$72,750.00 WITH THE OPTION TO EXTEND ONE (1) YEAR – BID2025-73**

**WHEREAS**, one (1) sealed bid was received in the Division of Purchasing on July 30, 2025, at 11:00 am, by the Purchasing Agent to provide HVAC Systems Maintenance for the City of Trenton, Department of Water and Sewer, Trenton Water Works Distribution Complex; and

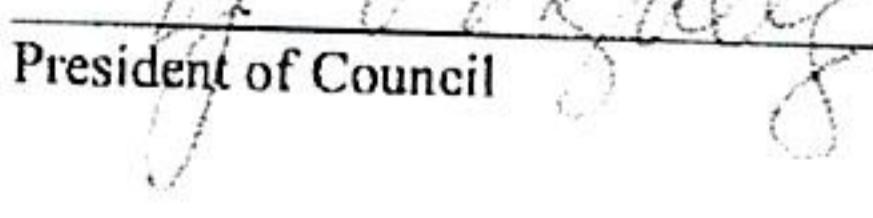
**WHEREAS**, the sole bidder, Mack Mechanical, LLC, 10 Congress Circle, Medford, NJ 08055, is made pursuant to the advertisement, be and is hereby accepted, as the lowest, responsible, responsive bidder complying with terms and specifications on file in the Division of Purchasing; and

**WHEREAS**, funds in an amount not to exceed \$72,750.00 have been certified to be available in the following account number: 5-05- -55-5501-866-009. 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 \$72,750.00 contingent upon the temporary and final adoption of CY'26 budget using account number 6-05- -55-5501-866-009; 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 Mack Mechanical, LLC, 10 Congress Circle, Medford, NJ 08055, to provide HVAC Systems Maintenance for the City of Trenton, Department of Water and Sewer, Trenton Water Works Distribution Complex for a period of one (1) year in an amount not to exceed \$72,750.00 from the date of award for the said purposes in the manner prescribed by law.

MOTION: <u>Feliciano</u>					SECOND: <u>Edwards</u>									
	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 OCT 07 2025

President of Council City Clerk 

## AGREEMENT

CITY OF TRENTON, NEW JERSEY

BID2025-73

RES. NO. 25-371

AWARDED TO MACK MECHANICAL, LLC

### TO PROVIDE HVAC SYSTEMS MAINTENANCE FOR THE DEPARTMENT OF WATER AND SEWER, TRENTON WATER WORKS DISTRIBUTION COMPLEX

This Agreement, entered into this 8<sup>th</sup> Day of **OCTOBER 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 **MACK MECHANICAL, LLC, 10 CONGRESS CIRCLE, MEDFORD, NJ 08055** ("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 \$72,750.00 FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF THE AWARD WITH THE OPTION TO EXTEND ONE (1) ADDITIONAL YEAR IN AN AMOUNT NOT TO EXCEED \$72,750.00.**

**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 MACK MECHANICAL, LLC TO PROVIDE HVAC SYSTEMS MAINTENANCE FOR THE DEPARTMENT OF WATER AND SEWER, TRENTON WATER WORKS DISTRIBUTION COMPLEX FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$72,750.00 WITH THE OPTION TO EXTEND ONE (1) YEAR – BID2025-73

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 (N.J.S.A. 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 thereto, 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)

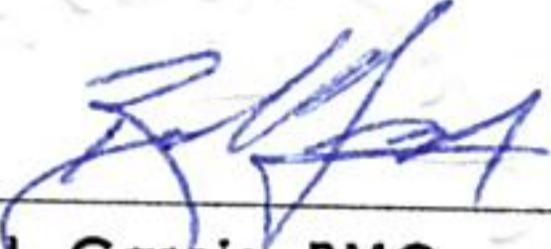
p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available 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

11/5/25

Date

and

  
W. Reed Gusciora, Esq. Mayor

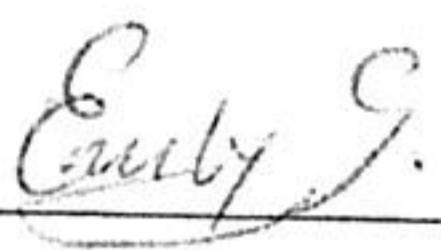
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Date

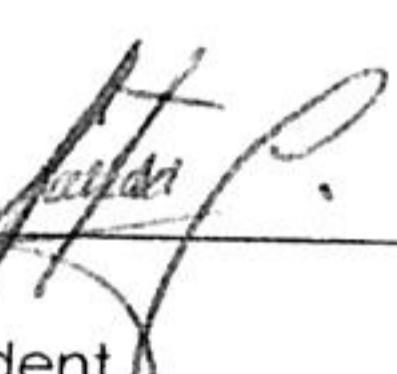
MACK MECHANICAL, LLC, 10 CONGRESS CIRCLE, MEDFORD, NJ 08055

CONTRACTOR SIGNATURE

Attest:

  
Emily G.

Secretary

  
H.P.  
President

DATE 10/22/25

Date

**PROPOSAL  
HVAC SERVICE CONTRACT  
CY 2025**

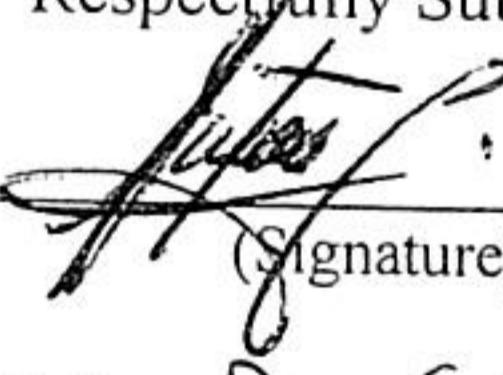
**YEAR ONE**

I (we) hereby certify that I (we) have read the Contract together with the specifications attached hereto and have also examined the site(s) of the work, and fully understand the meaning of them, and if awarded the Contract hereby agree that I (we) shall comply with all of the terms, covenants, and agreements set forth herein.

I (we) agree to receive as full compensation for furnishing the services called for under these specifications, complete and finished in every detail, and in full accordance with the specifications which are hereby made part and parcel of the proposal the following sums:

ITEM	QUANTITY	UNIT PRICE	TOTAL PRICE
Preventive Maintenance	4 quarters @	\$ 2,500 per quarter	\$ 10,000.00
Testing and inspecting	4 quarters @	\$ 1,500 per quarter	\$ 6,000.00
Replacing all belts, touch-up painting, and report	1 per year		\$ 1,000.00
Boiler Cleaning	1 per year		\$ 1,500.00
Update Equipment List	1 per year		\$ 50.00
Emergency Service 8:00 AM to 4:00 PM Monday through Friday (excluding holidays)	160 hours @	\$ 110 per hour	\$ 17,600.00
Emergency Service Hours other than those listed above	40 hours @	\$ 165 per hour	\$ 6,600.00
Parts Allowance		Fixed Amount	\$ 30,000.00
		<b>GRAND TOTAL</b>	<b>\$ 72,750.00</b>

Respectfully Submitted:

  
(Signature)

Emilio D. Santana

(Print Name Above)

MACK Mechanical LLC  
(Company)

Person to Contact: Emilio D. Santana  
Telephone Number: (609) 667-8587  
Date: 7/29/25

**OPTION TO EXTEND ONE (1) ADDITIONAL YEAR PROPOSAL  
HVAC SERVICE CONTRACT  
CY 2026**

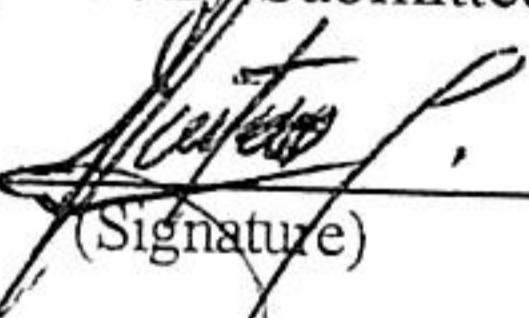
**OTE YEAR 2**

I (we) hereby certify that I (we) have read the Contract together with the specifications attached hereto and have also examined the site(s) of the work, and fully understand the meaning of them, and if awarded the Contract hereby agree that I (we) shall comply with all of the terms, covenants, and agreements set forth herein.

I (we) agree to receive as full compensation for furnishing the services called for under these specifications, complete and finished in every detail, and in full accordance with the specifications which are hereby made part and parcel of the proposal the following sums:

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Boiler Cleaning	1 per year		\$ 1,500.00
Update Equipment List	1 per year		\$ 50.00
Emergency Service 8:00 AM to 4:00 PM Monday through Friday (excluding holidays)	160 hours @	\$ 110 per hour	\$ 17,600.00
Emergency Service Hours other than those listed above	40 hours @	\$ 165 per hour	\$ 6,600.00
Parts Allowance		Fixed Amount	\$ 30,000.00
		<b>GRAND TOTAL</b>	<b>\$ 72,750.00</b>

Respectfully Submitted:

  
(Signature)

Emilio D. Santana

(Print Name Above)

MACK Mechanical LLC

(Company)

Person to Contact: Emilio D. Santana

Telephone Number: (609) 667-8587

Date: 7/29/25

**SPECIFICATIONS FOR THE  
MAINTENANCE OF HVAC SYSTEMS  
FOR  
A PERIOD OF ONE (1) YEAR WITH AN OPTION TO EXTEND ONE (1) ADDITIONAL YEAR  
FOR  
THE CITY OF TRENTON  
TRENTON WATER WORKS  
CY 2025**

**Location**

Distribution Complex, 333 Cortland St, Trenton, NJ 08618

**Equipment**

1. Distribution Complex

QTY	System Component(s)	Manufacturer	Model	Rating	Location
1	Chiller	Trane	GGACC406KBN	40 Ton	Roof
1	Chiller	Trane	CGACC157HBN	15 Ton	Roof
1	Air Handling Unit	Trane	TVB03AGOFID	0.5 HP	Shop
1	Condenser	Sanyo	C1822	1.5 Ton	Roof
1	Condenser	Sanyo	CM1812	1.5 Ton	Roof
1	Air Handler	Sanyo	KS1822	1.5 Ton	Office
2	Air Handler	Sanyo	KMS0912	0.75 Ton (each)	Office
1	Boiler	Weil McLain	BGL6888-W-S	1,358,000 BTU	Boiler Room
3	Water Pumps	Marathon	WVF-184TTDR7	5 HP	Boiler Room
2	Water Pumps	Marathon	N/A	0.75 HP	Boiler Room
1	Water Pumps	B&G	MO9181-3-88	0.5 HP	Boiler Room
1	Water Pumps	PVI Industries	20NR5API	199,000 BTU	Boiler Room
13	Radiators	Trane	N/A	N/A	Various
11	Unit Heaters (Electric)	Trane	N/A	N/A	Various
23	Unit Heaters (Water)	Trane	USHA0185BC	N/A	Various
13	Unit Heaters (Water)	Trane	RF114002	N/A	Various
8	Ceiling Mounted Heat Pump	Trane	N/A	N/A	Various
20	Temperature Controls	Honeywell	N/A	N/A	Various

**Contractor's or Bidder's Experience**

The contractor shall provide documentation of at least five (5) years' experience performing similar work on this type of equipment.

The contractor shall list three (3) references with the company name, date, contact name, and phone number for which similar work was performed.

### **General Conditions**

Bidders should carefully examine the specifications and familiarize themselves with the work to be performed. In addition, bidders shall use whatever means may be necessary to completely satisfy themselves with the quantity of materials, amount and skill level of labor, extent, requirements, and actual conditions under which the work is to be performed. Failure on the part of the bidders to thoroughly acquaint themselves with all of the details of the work to be performed shall not be considered as a valid reason for claims of any kind after the award of the contract.

The contractor shall supply and furnish all materials, equipment, personnel, and labor to perform all the required work as outlined by this specification.

### **Site Visit**

A site visit is suggested. All bidders can schedule and document a site visit.

To schedule a site visit, call the following at least five (5) workdays in advance of the visit:

**Lloyd Fishburne  
(609) 989-3227**

The site visit shall be documented by signing a sign-in sheet for the project. The sign in sheet shall be located at the **Trenton Water Works, Distribution Complex located at 333 Cortland St, Trenton, NJ 08618.**

### **Experience and References**

The bidders shall submit the following items with their bid:

1. A list of the past five years' experience working on similar equipment as listed in this contract. The list shall include client, contact person, phone number, location, and dates.
2. Documentation of the contractor's EPA certification for refrigerant recovery.
3. A list of dispatch locations from which service personnel shall be dispatched.
4. A list of technicians who are on call on a 24-hour basis.
5. A list of technicians who have been trained by the manufacturers of Trane and Carrier equipment.

### **Bid Award**

The contract award shall be awarded to the lowest, responsible, responsive, experienced bidder. Bidders who are not in compliance with the requirements and specifications shall not be considered.

## **Contract Term**

This contract shall be effective for one (1) year from an award date or later upon mutual agreement between Trenton Water Works and the awarded contractor, with an option to extend one (1) 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 should 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.

## **Scope of Work**

### **1. Testing and Inspecting**

The contractor shall test and inspect the listed equipment on a quarterly basis. There shall be a minimum of eighty (80) calendar days and a maximum of one hundred (100) calendar days between each quarterly test and inspection.

The testing shall include but not be limited to vibrations, motor winding resistance, refrigerant charge, fan RPM, refrigerant oil (acid), water condition, flue gas analysis, safety controls, combustion and draft, crank case heaters, and control systems.

The inspections shall include but not be limited to potentially worn parts, failed parts, mountings, drive couplings, oil levels, rotation soot, flame composition and shape, pilot and igniter, steam leaks, water leaks, oil, and refrigerant leaks.

Furnish a typed quarterly inspection report listing equipment inspected/tested and the findings as well as the number of inoperable versus operable units.

### **2. Preventive Maintenance**

The contractor shall perform preventive maintenance on all of the equipment listed on a quarterly basis. There shall be a minimum of eighty (80) calendar days and a maximum of one hundred (100) calendar days between each quarterly test/inspection.

The cleaning shall include but not be limited to the coil surfaces, fan impellers and blades, electrical contacts, burner orifices, passages and nozzles, pilot and igniter, and the condenser and boiler tubes.

The aligning shall include but not be limited to belt drives, drive couplings, and air fins.

The calibrating shall include but not be limited to the safety controls, temperature controls, and pressure controls.

The tightening shall include but not be limited to the electrical connections, mounting bolts, pipe clamps, refrigerant piping fittings, and damper sections.

The adjusting shall include but not be limited to the belt tension, refrigerant charge, super heat, fan RPM, water cylinder unloaders, and damper close-off.

The lubricating shall include but not be limited to motors, fan and damper bearings, valve stems, damper linkages, and fan vane linkages.

The contractor shall furnish and install all filters quarterly.

The contractor shall furnish an updated equipment inventory during the first quarter. The contractor shall prepare a list that includes the Manufacturer, Serial Number, Rating, Location, and number of units. This list shall be furnished as a hard copy with the quarterly report as well as electronically in MS Word or Excel. The Equipment list shall be updated (deletions/additions) by the contractor and all systems shall be covered by the contractor. The list provided with this specification is for general guidance and is not to be limited to those items. The contractor shall inspect, service, and maintain all HVAC systems both on the list and the list updated by the contractor during the first quarter.

#### **Annual Items**

1. The contractor shall furnish and install all essential heating & air conditioning parts on an as needed basis.
2. The painting for corrosion control shall include every coated surface showing signs of corrosion. The contractor shall use a similar coating product that matches the existing surface color. This item includes the HVAC units as well as the mounting structure.
3. Inspect and furnish minor maintenance on all smaller gas/electric unit heaters located throughout all of the facilities (not listed under equipment). Work shall include verification of operating conditions and lubrication.
4. The contractor shall furnish a typed report. This report shall include a summary of the equipment's general condition, a list of equipment that required repair during the contract term (also list type of repair), any equipment that is currently inoperable, service required for any equipment currently inoperable, cost estimate to repair any equipment that is currently inoperable, and a list of recommendations to maintain the equipment in good working condition.

#### **Boiler Cleaning at the Distribution Complex**

In September or as otherwise directed. Brush and vacuum the heating surfaces. Should the soot be too wet to vacuum, then it shall be removed manually leaving the work area clean. All soot and debris shall be removed from the work area and disposed of offsite by the Contractor.

Upon completion of the cleaning of the boilers the contractor shall conduct combustion efficiency testing. Once the efficiency testing has been completed the contractor shall start and check the burner operating and limit controls for a safe and satisfactory operation.

#### **Emergency Response**

The contractor shall guarantee a two-hour emergency service response time. Emergency services shall be billed to the applicable rate listed in the contractor's bid proposal. Failure to respond within the two hours emergency response time shall result in the contractor being assessed as a penalty. The penalty shall be equal to the applicable hourly rate times the number of hours late rounded upward to the nearest half-hour.

#### **Work Schedule and Documentation**

All of the testing, inspecting, and preventive maintenance work shall be performed between the hours of 8:30 AM and 4:00 PM on regular City of Trenton workdays (excluding municipal holidays).

The contractor's technicians shall schedule their site visits with the facility contact approximately five (5) workdays in advance of performing the service. The technicians shall also sign in on the scheduled date and have a representative of Trenton Water Works sign the work ticket upon completion of the work. Payment shall not be made on work that is improperly documented.

The contractor shall provide a description of the work performed within five (5) City of Trenton workdays of providing the service. This report should include, but not be limited to, the overall condition of the equipment, the degree of adjustment necessary, fluids and coolants that were added and to which equipment, and any recommendations for additional maintenance that may have been identified during the regular site visit.

## **Parts and Materials**

Trenton Water Works will make an allowance of \$30,000 for parts and materials. This item is fixed at that amount. Trenton Water Works reserves the right to convert all or part of these monies into inspections, maintenance, or emergency work. The monies shall only be used if authorized by the Director of Water & Sewer. This allowance is for parties that fail during the term of the contract. This is not intended to be used for parts identified under the scope but rather parts that fail outside of the scope

## **Payment**

The typed quarterly report shall identify the number of units inoperable versus operable. Since inoperable units will not require filters, belts, etc. the utility reserves the right to reduce the quarterly payment for intended services that were not rendered by the contractor for the quarters.

Upon completion of all the items per quarter the contractor shall submit properly executed Trenton Water Works' vouchers. If all items have been completed satisfactorily, Trenton Water Works shall process the voucher for payment.

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