

# RESOLUTION

No. 25-064

FEB 18 2025

Approved as to Form and Legality

  
WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Date of Adoption

FEB 18 2025

Factual content certified by

  
SEAN SEMPLE, DIRECTOR OF WATER & SEWER

Councilman /woman

presents the following Resolution:

SPONSORED BY:

**RESOLUTION EXERCISING THE OPTION TO EXTEND THE CONTRACT AWARDED  
TO ALLIED CONTROL SERVICES, FOR INSTRUMENTATION, CALIBRATION  
AND REPAIR SERVICES AT MULTIPLE FACILITIES FOR THE TRENTON WATER FILTRATION  
PLANT FOR AN ADDITIONAL ONE (1) YEAR FROM FEBRUARY 22, 2025, TO  
FEBRUARY 21, 2026, IN AN AMOUNT NOT TO EXCEED \$297,650.00 - BID2023-77**

**WHEREAS**, on February 22, 2024, Resolution No. 24-076 awarded a contract to Allied Control Services, Inc., 611 Garfield Avenue, West Point, PA 19486 for the Instrumentation, Calibration and Repair Services at multiple facilities for the Trenton Water Filtration Plant in an amount not to exceed \$286,490.00 for a period of one (1) year with an option to extend the contract for an additional one (1) year in an amount not to exceed \$297,650.00 for the City of Trenton, Department of Water and Sewer, Trenton Water Filtration Plant; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15 provides that service contracts may be extended for no more than (1) one two-year or (2) two one-year extensions; and

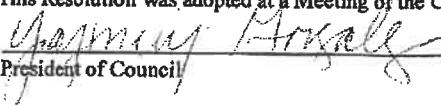
**WHEREAS**, The City of Trenton, Department of Water and Sewer, Water Filtration Plant, has determined that Allied Control Services, Inc., 611 Garfield Avenue, West Point, PA 19486 has provided the Instrumentation, Calibration, and Repair Services at multiple facilities for Trenton Water Filtration Plant in a satisfactory manner, and it is in the best interest of the city to exercise the option to extend the contract for an additional one (1) year from February 22, 2025, to February 21, 2026; and

**WHEREAS**, funds in an amount not to exceed \$297,650.00 have been certified to be available in the following account numbers: CY2025' 5-05-55-5506-826-008. The City of Trenton shall extend this contract from February 22, 2025, to February 21, 2026.

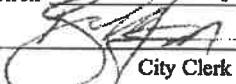
**NOW, THEREFORE, IT IS RESOLVED**, by the City Council of the City of Trenton that the Mayor is hereby authorized to exercise the option to extend the contract for an additional one (1) year from February 22, 2025, to February 21, 2026 awarded to Allied Control Services, Inc., 611 Garfield Avenue, West Point, PA 19486 for the Instrumentation, Calibration and Repair Services at multiple facilities for the City of Trenton, Department of Water and Sewer, Trenton Water Filtration Plant for the said purpose in the manner prescribed by law.

MOTION: <u>Feliciano</u>					SECOND: <u>FRISBY</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

  
President of Council

FEB 18 2025

  
City Clerk

RESOLUTION # 25-064

EXERCISING THE OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL ONE (1) YEAR  
WITH ALLIED CONTROL SERVICES, INC. FOR INSTRUMENTATION, CALIBRATION AND REPAIR SERVICES AT MULTIPLE  
FACILITIES FOR THE TRENTON WATER FILTRATION PLANT FROM FEBRUARY 22, 2025, TO FEBRUARY 21, 2026, BID2023-77

THE AGREEMENT made this 18<sup>th</sup> day of FEBRUARY 2025, by and between the CITY OF TRENTON, a municipal corporation, of the State of New Jersey, with principal offices located at 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 (hereinafter the "City") and ALLIED CONTROL SERVICES, INC., 611 GARFIELD AVENUE, WEST POINT, PA 19486 (hereinafter "CONTRACTOR")

WHEREAS, on February 22, 2024, Resolution No. 24-076 awarded a one (1) year contract with the option to extend contract for an additional one (1) year to Allied Control Services, Inc., 611 Garfield Avenue, West Point, PA 19486 to provide Instrumentation, Calibration and Repair Services at Multiple Facilities for the Trenton Water Filtration Plant in an amount not to exceed \$286,490.00 for the City of Trenton, Department of Water and Sewer, Trenton Water Filtration Plant; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15 provides that service contracts may be extended for no more than (1) one two-year or (2) two one-year extensions; and

WHEREAS, The City of Trenton, Department of Water and Sewer, Trenton Water Filtration Plant has determined that Allied Control Services, Inc., 611 Garfield Avenue, West Point, PA 19486 has provided Instrumentation, Calibration and Repair Services at Multiple Facilities for the Trenton Water Filtration Plant in a satisfactory manner and it is in the best interest of the city to exercise the option to extend the contract for an additional one (1) year from February 22, 2025 to February 21, 2026; and

WHEREAS, funds in the amount not to exceed \$297,650.00 to exercise the option to extend the contract for an additional one (1) year. The City of Trenton shall award this contract from February 22, 2025 to February 21, 2026.

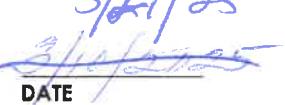
NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor hereby authorized to exercise the option to extend the contract for an additional one (1) year from February 22, 2025 to February 21, 2026 with Allied Control Services, Inc., 611 Garfield Avenue, West Point, PA 19486, in amount not to exceed \$297,650.00 for the City of Trenton, Department of Water and Sewer, Trenton Water Filtration Plant for the said purposes in the manner prescribed by law.

IN WITNESS WHEREOF, the parties have hereunto set their bands and seals the day and year first above written.

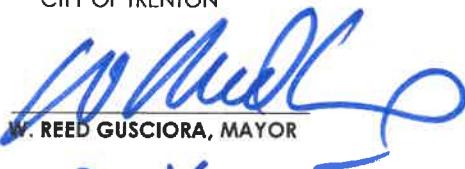
ATTEST:

Witness:

  
BRANDON L. GARCIA  
MUNICIPAL CLERK

  
DATE

CITY OF TRENTON

  
W. REED GUSCIORA, MAYOR

DATE

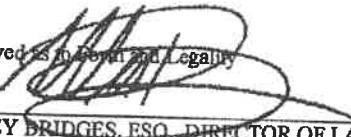


# RESOLUTION

No.

24-076

Approved as to form and legality

  
WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Date of Adoption FEB 22 2024

Factual content certified by

  
SEAN SAMPLE, DIRECTOR OF WATER AND SEWER

Councilman /woman

presents the following Resolution:

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO  
ALLIED CONTROL SERVICES, INC FOR INSTRUMENTATION, CALIBRATION, AND  
REPAIR SERVICES AT MULTIPLE FACILITIES FOR THE TRENTON WATER  
FILTRATION PLANT IN AN AMOUNT NOT TO EXCEED \$286,490.00 FOR A PERIOD OF  
ONE (1) YEAR FROM DATE OF AWARD – BID2023-77**

**WHEREAS**, one (1) sealed bid was received in the Division of Purchasing on December 1, 2023, at 11:00am, by the Purchasing Agent for Instrumentation, Calibration, and Repair at multiple facilities; for the City of Trenton, Department of Water and Sewer, Trenton Water Filtration Plant for a period of one (1) year from date of award with an option to extend an additional one (1) year; and

**WHEREAS**, instrumentation, calibration, and repair is required at multiple facilities. There are various pH meters, turbidimeters, chlorine analyzers, particle counters, venture meters, chemical feed pumps and controllers; and

**WHEREAS**, the sole bid of Allied Control Services, Inc., 611 Garfield Avenue, West Point, PA 19486 is made pursuant to 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

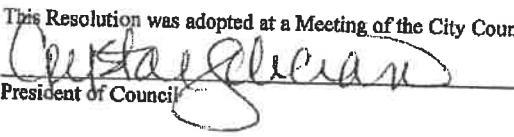
**WHEREAS**, funds in an amount not to exceed \$286,490.00 have been certified to be available in the following account number: 4-05- -55-5506-826-008 contingent upon the temporary and final adoption of CY'2024 budget. This contract shall be awarded for a period of (1) year from date of award; with an option to extend the contract for an additional one (1) year contingent upon the temporary and final adoption of CY'2025 in an amount not to exceed \$297,650.00.

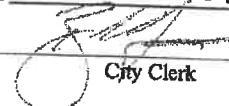
**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with Allied Control Services, Inc., 611 Garfield Avenue, West Point, PA 19486; for Instrumentation, Calibration, and Repair at multiple facilities for the City of Trenton, Department of Water and Sewer, Trenton Water Filtration Plant; for the said purposes in the manner prescribed by law.

MOTION:					SECOND:									
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				GONZALEZ	✓				FELICIANO	✓			
FIGUEROA	✓				HARRISON	✓								
KETTENBURG														
FRISBY	✓				WILLIAMS	✓								

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

FEB 22 2024

  
President of Council

  
City Clerk



**ALLIED CONTROL SERVICES, INC.**

611 GARFIELD AVE. • P.O. BOX 234 • WEST POINT, PA 19486  
Phone: 215-699-2855  
Fax: 215-699-9030

11 November 2024

City Of Trenton Water Works  
P.O. Box 528  
Trenton, NJ 08604

Reference : BID2023-77 Second Year Extension

Attn: Theresa Ponella

Dear Theresa,

We are in receipt of your email request for an additional one year extension to our existing service contract with the Water Department, and would like to exercise the option as proposed. All terms and conditions for the second year extension are the same as the existing contract in regard to service terms, parts allowances and other functional requirements. Revised service rates effective for 2025 are outlined on the proposal CY2025 for a total of \$ 297,650.00 per your attachment.

If you have any questions, please do not hesitate to contact me at 1-800-441-4844.

Thank You,

*Paul Mamzic*

Paul Mamzic Jr.

**AGREEMENT  
CITY OF TRENTON, NEW JERSEY**

**BID2023-77**

**RES. NO. 24-076**

**AWARDED TO**

**ALLIED CONTROL SERVICES, INC FOR INSTRUMENTATION, CALIBRATION  
AND REPAIR SERVICES FOR TRENTON WATER FILTRATION PLANT**

This Agreement, entered into this 22<sup>nd</sup> Day of FEBRUARY 2024 between the City of Trenton, a municipal corporation of the State of New Jersey, ('CITY') 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 and **ALLIED CONTROL SERVICES, INC., 611 GARFIELD AVENUE, WEST POINT, PA 19486** (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 \$286,490.00 for a period of one (1) year from date of award with an option to extend one (1) additional year in the amount not to exceed \$297,650.00.

**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 ALLIED CONTROL  
SERVICES, INC.,  
FOR INSTRUMENTATION, CALIBRATION AND REPAIR AT MULTIPLE FACILITIES FOR THE  
TRENTON WATER FILTRATION PLANT; FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF  
AWARD IN AN AMOUNT NOT TO EXCEED \$286,490.00; WITH AN OPTION TO EXTEND AN  
ADDITIONAL ONE (1) YEAR BID 2023-77**

B. The contract shall submit 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 covenant 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. 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. 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)

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)

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:

Municipal Clerk

Date

4/8/25

*Arnold*  
W. Reed Guislora, Esq. Mayor

Date

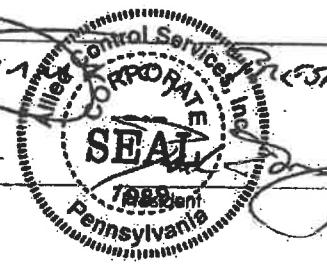
1-7-25

and

ALLIED CONTROL SERVICES, INC., 611 GARFIELD AVENUE, WEST POINT, PA 19486

Attest:

Secretary



1/3/25

SIGNATURE

DATE

1/3/25

**Instrumentation Calibration and Repair Contract for the Trenton Water Works**  
**Specifications and Proposal**

**CY2024**

**Location of Work**

Trenton Water Filtration Plant, New Jersey State Highway Route #29, Trenton, NJ

Central Pumping Station, Reservoir and Reservoir Gatehouse, Pennington Avenue and Mellon Street, Trenton, NJ

Booster Station #3 and Ewing Tank, Sylvia Street, Parkway Avenue and Scotch Road, Ewing Township, NJ

Klockner Booster Station, Denow Road, Hopewell Township, NJ

Jones Farm Standpipe, Bear Tavern Road near the I-95 interchange, Ewing Township, NJ

White Horse Tank, Hempstead Road & Kerr Drive, Hamilton Township, NJ

Mercerville Tank, White Horse Road & Elmore Avenue, Hamilton Township, NJ

Lawrenceville Tank, Darrah Lane & Glen Avenue, Lawrence Township, NJ

Hopewell Tank, Lawrenceville – Pennington Road, Hopewell Township, NJ

Mechanical Dewatering Facility, New Jersey State Highway Route #29, Trenton, NJ

Quakerbridge Interconnect, Quakerbridge Rd & Lawrence Square Blvd S, Lawrenceville, NJ

**General Conditions**

Bidders shall 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 not only of the quantity of materials and labor and the extent and requirements of work, but also the actual conditions under which the work is to be performed. Failure on the part of the bidders to thoroughly acquaint themselves with all details of work to be performed shall not be considered a valid excuse for claims of any kind after the award of the contract.

The contractor shall be responsible to supply and furnish all material, equipment, personnel and labor to perform all of the required work.

### **Experience and References**

The contractor shall be a qualified electrical, instrumentation and SCADA Systems service company. Bidders shall document with their bid at least ten (10) years' experience in the maintenance of the type of instrumentation systems and other equipment covered by this contract. The experience demonstrated shall include applications, engineering, troubleshooting of SCADA, instrumentation and electrical systems, calibration and repair of instrumentation, establishment of planned systematic preventive maintenance systems for process instrumentation systems and complete service of such established preventive maintenance systems. Documentation of experience shall include the name of five (5) water and wastewater treatment plants with whom the contractor has similar contracts, including details of the types of instrumentation and control equipment used in each plant.

The contractor shall provide at least five (5) references with their bid for surface water treatment plants and/or wastewater treatment plants where the contractor has performed similar work. Include the name of the company or municipality, contact name, phone number, approximate date(s) of the contract, types of instrumentation, and a general description of the work. Included (but not limited to) shall be Rockwell PlantPAX/Factory Talk SCADA Systems, Hach instrumentation, Rosemount instrumentation, Siemens instrumentation, Endress + Hauser instrumentation, Allen Bradley, RSLogix 5000/500/5, and RS View.

### **Business Registration**

#### **Business Registration of Public Contractors Required at the time of award.**

Pursuant to P.L. 2004, c 57 (Chapter 57) NJSA 52:32-44, all prospective bidders (as well as any subcontractors) must provide proof of State of New Jersey business registration at the time of award. Proof of business registration shall be a copy of a Business Registration Certificate issued by the New Jersey Department of the Treasury, Division of Revenue.

#### New Jersey Business Registration Requirements for Construction Contracts

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to

the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

#### **Required Site Visit**

A site visit shall be required. All contractors shall visit the site to familiarize themselves with the actual conditions of the work area and instrument/calibration requirements. The site visit shall be documented by signing the sign in log located at the Water Filtration Plant main office. Call at least four (4) workdays in advance to schedule an appointment to visit and inspect the facilities by contacting:

Taya Brown-Humphrey  
(609) 989-3640

#### **Contractor's Test Equipment**

The following type of test, calibration and troubleshooting equipment shall be used in the execution of this contract. The contractor shall provide documentation of ownership in the form of a signed and notarized affidavit declaring ownership of the Test Equipment specified hereinafter.

All Test Equipment used in the execution of this contract shall be accurately calibrated and certified at all times by a certified lab using NIST (National Institute Of Standards & Technology) traceable calibration standards. For any Test Equipment noted on the list below as "NIST Certificate Required", the Contractor shall provide with their bid package an official, typed and signed CERTIFICATE OF CALIBRATION for each specified piece of test equipment from an approved, independent, NIST Certified Calibration Lab certifying acceptable accuracy of the Contractors Test Equipment. The contractor shall supply with their bid the NIST calibration certificates with the following information:

1. Date of calibration of test equipment
2. Owner of test equipment
3. Manufacturer of test equipment
4. Model number of test equipment
5. Serial number of test equipment
6. Calibration standards used
7. Compliance with MIL-STD-45662A and ISO 9000
8. Traceability of test standards to National Institute of Standards and Technology, (NIST)

9. Name, address and telephone of calibration lab providing the certification.
10. Name, signature and title of technician or lab manager performing the certification

### **Test Equipment**

The following type of test, calibration and troubleshooting devices shall be used (but not necessarily limited to) in the execution of this contract. Possession of this equipment shall be documented by the bidder and shall be attached to this bid.

1. Fluke Clamp on ammeter
2. Fluke Model 743 Process Calibrator – or newer  
(NIST Certificate Required) with the following modules:  
0-15.00 PSIG  
0-100 PSIG  
0-1500 PSIG
3. Druck DPI611 or new
4. Endress & Hauser Field Check Calibrator
5. Rosemount 8714D Magnetic Flow Calibrator
6. Siemens Sitrans Verificator Model FDK
7. Fluke SimpliFiber Meter
8. Laptop Computer with all appropriate licensed software installed. Failure of the contractor to service equipment due to missing, unlicensed, etc. software shall not be grounds for additional compensation.

The Contractor shall submit with their Bid Package a photocopy of each of the above listed Manufacturers software license including serial number registered to the Contractor in their name. **Absolutely no unlicensed, pirated software will be permitted for use at any time in the execution of the service contract.**

### **Contractor's Personnel**

The contractor shall commit one primary service technician and two back-up technicians for support of customer equipment for the duration of this contract. The primary service technician shall be available for any preventive and emergency service except in the event of illness, vacation, or other situations, which may prevent the primary technician from performing the necessary services. In the event that the primary technician is not available, either of the two back-up technicians shall be assigned for the service. The contractor shall include resumes for the 3 technicians with the bid.

The contractor shall dedicate technicians to perform calibrations, routine maintenance, and periodic unplanned maintenance two days per week for the duration of the contract.

Before performing any work, the contractor shall ensure that all technicians know the instruments, the layout, and the location of each site. Trenton Water Works shall not process payment for any unsatisfactory work which Trenton Water Works determines is the result of a lack of familiarity with the instrumentation or a lack of familiarity with the site(s).

The contractor shall provide a 24-hour-per-day emergency number. This number shall be in operation 24 hours per day, 7 days per week, for the purpose of obtaining emergency service for equipment covered under this contract.

The following factory training certificates shall be submitted with the bid documents as proof of required factory training for the bidder's service personnel:

1. Rockwell FactoryTalk (various applications including Historian, SE, Vantage Point Reporting, etc.)
2. Rockwell PlantPax (various applications)
3. RS Logix 5000, 500, 5
4. SLC-500 Maintenance & Troubleshooting
5. Must be Rockwell systems integrator

Additionally, bidders shall provide training certificates and document completed project applications and a working knowledge of the following:

- Rockwell Historian
- Rockwell Asset Center
- RSNetwork
- Complex Ethernet systems
  - Stratix 5700, 5400
  - Cisco 4500X, 3850 A
  - Complete Redundant control room configuration
  - Multiple sub-nets
  - Wireless
- Virtual Machines – Vmware
- Auma Valve Actuator Service Training
- Beck Valve Actuator Service Training
- Hach online Turbidimeters analyzers
- Hach online Chlorine Residual Analyzers
- Rosemount Magnetic Flow Transmitters
- Endress + Hauser transmitters – of the type and size found at Trenton Water Works
- Siemens Level sensors

The training certificates for the employees submitted by the bidder shall be for personnel employed full time by the bidder. Subcontractors or part-time employees shall not be submitted by the bidder for use on this contract.

The contractor shall provide copies of certificates/licenses, with their bid, for one licensed professional Control Systems Engineer and one professional Electrical Engineer who will be involved with any design modifications or enhancements to the SCADA system.

### **Shop Repair Support**

The equipment to be maintained under this contract consists of numerous different types and brands of electronic and pneumatic equipment, from various manufacturers. Equipment types range from new to obsolete types and brands utilizing design types ranging from simple electro-pneumatic to complex microprocessor based digital circuitry. To ensure timely and cost-effective bench repair of the electronic and pneumatic instrumentation, the contractor must maintain a fully equipped and fully staffed depot repair facility and document with the bid that it is within a 50-mile radius of the water filtration plant. The contractor's depot repair facility shall be capable of component level repairs to any type of instrumentation in use by the customer, regardless of complexity, age, or manufacturer. The customer reserves the right to perform an on-sight inspection of the contractor's depot repair facility, prior to awarding of this bid.

### **Bid Award**

Shall be awarded to the lowest, responsible, responsive bidder, total bid price, experience, references, record of site visit, and documentation of ability to execute the contract per the required specifications. Bidders who do not meet the specifications shall not be considered.

### **Scope of Work**

1. The scope of work under the requirements of the contract shall include complete maintenance service for all instrumentation listed and described on the calibration and maintenance lists. Maintenance service shall be understood to include preventative maintenance, verification of satisfactory operation, and calibration of approximately 400 instruments, emergency service repairs, replacement of defective or worn parts or devices and regularly scheduled adjustments to the analog and digital systems to ensure proper operation and reliability. The calibration schedule and description shall be available upon request during the mandatory site visit.
2. The raw water, number 1 high lift pump, number 2 high lift pump, number 3 high lift pump, number 4 high lift pump, central pumping station, and booster station venture/orifice plate meters shall be tested using a pitot tube or other device approved by the Water Treatment Plant Superintendent, that provides a high degree of accuracy, to verify the flow being read by the differential transmitters. The test results shall be recorded and reported as follows:
  - a. A typewritten report that summarizes the intent and content
  - b. When the work was performed

- c. Description of the existing meter
- d. Device used to verify the flow and its accuracy.
- e. When the device was last calibrated (must be within 3 months of the test)
- f. The raw water flow results at 20, 30, and 40 MGD rates
- g. A comparison of the online meter with the calibration device that lists the difference in gallons per day and the percent difference.
- h. The online meter results after calibrating to the calibration device.
- i. Raw data for the tests
- j. Recommendations and findings

3. Annual cleaning of the PLC cabinets and equipment. Vacuuming the entire cabinet of dust from the cabinet and the equipment. Ensure that the equipment used for cleaning properly secures the equipment from static discharges. Inspect the cabinet and document the general condition. Prepare and submit recommendations for improvements.

#### **Maintenance Record Keeping**

The service contractor shall complete the calibrations as specified in Trenton Water Works calibration and maintenance service schedule. Failure to complete the inspections and submit records in the period specified in the schedule may result in nonpayment or partial payment for the quarterly period. In addition, the service report shall be completed for each on-site repair, installation, shop repair, or the installation of parts. Failure of the contractor to provide the above documentation may result in the termination of the contract and/or exclusion from future bidding.

**Note: Any equipment to be removed from the site for repair must be signed for by the contractor and by either the Trenton Water Works Water Treatment Plant Superintendent or the Assistant Water Treatment Plant Superintendent.**

#### **Preventive Maintenance**

Quarterly Calibration and Maintenance service shall include a systematic and periodic examination of each device listed in the "Calibration and Maintenance" schedule which is available for inspection at the Trenton Water Works Filtration Plant during the mandatory site visit. The hardware shall be calibrated, cleaned, lubricated, adjusted, or aligned to ensure proper operation as per the manufacturer's specifications. This Calibration and Maintenance service shall be rendered generally such that each component shall be spaced by a minimum of 60 days and a maximum of 90 days. The labor cost to accomplish this shall be included in the contractor's bid price. The above calibration shall include the simulation of the process variable signal. There shall be a minimum of five (5) cardinal points checked which will be 0, 25, 50, 75, and 100% of the input scale. The output shall be simultaneously checked, and adjustments shall be made to conform to the manufacturer's tolerances in relation to accuracy, linearity, and repeatability. "Check the operating condition of" means to operate the component in such a manner as to check and verify that the component and the sub-components are

operating as per the manufacturer's specifications. All information shall be recorded per maintenance record keeping requirements. Any instrument that is outside the manufacturers recommended calibration range, after it is calibrated, shall be listed in the quarterly report with a recommended action.

#### **Terms of Contract**

The terms of this contract shall be from the date of award through one (1) year with an option to extend the contract for an additional one (1) year. (Trenton Water Works reserves the right to instruct the contractor to work beyond a year at the same pricing if there is a balance left on the contract after the term). The contractor shall perform the regular contract tasks according to a prearranged schedule agreed to by the Water Treatment Plant Superintendent. Rescheduled days shall be authorized by the Water Treatment Plant Superintendent, or the Assistant Water Treatment Plant Superintendent based upon and according to Trenton Water Works' requirements. The workday for contractor's personnel shall start at 7:30 AM and quitting time at 3:30 PM, this represents an 8-hour workday. Trenton Water Works may reduce the number of days and/or change the schedule of service dependent on the task completion and needs.

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.

#### **Emergency Service**

Emergency service shall be provided to correct and repair any hardware defect or failure and to apply the appropriate corrective action to restore the defective device to the manufacturer's specifications within eight (8) hours after notification. This emergency service shall be provided from 3:30 PM to 7:30 AM, Monday through Friday and all-day Saturday and Sunday. Compensation for emergency services shall be included in the contractor's bid price as outlined in the attached bid form.

#### **Demand Maintenance**

Shall be scheduled by Trenton Water Works Monday, through Friday, depending on equipment status. This schedule may vary depending on Trenton Water Work's needs.

### **Parts and Materials**

Trenton Water Works shall make an allowance of \$50,000 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 Water Treatment Plant Superintendent. This allowance is for parts that fail during the term of the contract.

### **Subcontracts**

**Contractor shall agree that no part of the contract may be subcontracted without prior written consent of the Water Treatment Plant Superintendent.**

### **Performance Bond**

The Contractor shall provide a Performance Bond satisfactory to the customer, guaranteeing faithful performance of the contract.

### **Quarterly Reports**

Shall be typed and submitted within the first week following the end of the calibration quarter. The report shall include the number of hours utilized to complete the quarterly calibrations and the number of hours utilized on demand maintenance items. The report shall list the exact number of calibrations that were completed, list the instruments, and provide recommendations on instruments that were found outside of the manufacturers recommended tolerances after each quarterly calibration. The reports shall include a list of outstanding repair items and their full status. Partial payment may result and/or termination of the contract if the quarterly report is not submitted.

### **Payment**

Properly executed Trenton Water Works vouchers shall be submitted by the contractor upon the satisfactory completion of the work for the quarter. The Trenton Water Works shall process the vouchers for payment if all items have been fully satisfied. Payment vouchers shall indicate whether the work was performed on a demand basis or as part of the calibration work.

The quarterly calibration is based on 400 instruments with 30 days/quarter to complete. The contractor shall document the dates and hours spent performing the quarterly calibration on the voucher.

If more than 3.6 % of the instruments were not calibrated for the quarter a partial payment and/or termination of the contract shall result. The partial payment shall be based upon the quarterly fee reduced by the same percentage as the number of instruments not calibrated or preventively maintained for that quarter.

Demand maintenance, emergency service, and parts shall be billed separately. The contractor shall submit vouchers when the work has been satisfactorily completed. The vouchers shall include a brief description of the item(s), where the

instrument is located, hours spent, materials needed, and a complete cost breakdown for the work.

The venturi flowmeter testing/calibration and the PLC cabinet cleaning shall be billed as separate items once the work has been satisfactorily completed.

**Instrumentation Calibration and Repair Contract for the Trenton Water Works**  
**Proposal CY2024**

**PRICING FOR YEAR ONE (1)**

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:

Service Item	Hourly Rate	Number of Hours	Amount
Quarterly Report	\$900.00	4 reports	\$3,600.00
Calibrations	\$148.00	1040 hours	\$153,920.00
Venturi Flowmeter Testing/Calibration	\$3,800.00	1	\$3,800.00
PLC Cabinet and Equipment Cleaning	\$3,970.00	1	\$3,970.00
Emergency Service	\$190.00	40 hours	\$7,600.00
Demand Maintenance	\$159.00	400 hours	\$63,600.00
Parts & Materials (fixed)			\$50,000.00
			<b>\$286,490.00</b>

**Instrumentation Calibration and Repair Contract for the Trenton Water Works  
Proposal CY2025 (Extension from CY2024)**

**OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL ONE (1) YEAR**

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:

SERVICE ITEM	AMOUNT / UNIT CGST	NUMBER OF HOURS (Other)	TOTAL PRICE
Quarterly Report	\$920.00	4 reports	\$3,680.00
Calibrations	\$155.00	1040 hours	\$161,200.00
Venturi Flowmeter Testing/Calibration	\$3,440.00	1	\$3,440.00
PLC Cabinet and Equipment Cleaning	\$4,110.00	1	\$4,110.00
Emergency Service	\$198.00	40 hours	\$7,920.00
Demand Maintenance	\$167.00	400 hours	\$66,800.00
Parts & Materials (fixed)			\$50,000.00
			<b>GRAND TOTAL</b> \$297,650.00