

# RESOLUTION No. 25 - 060

Date of Adoption FEB 18 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 ALFA LAVAL, INC., FOR MDF BELT FILTER PRESS PREVENTATIVE MAINTENANCE SERVICES FOR THE DEPARTMENT OF WATER AND SEWER, WATER FILTRATION PLANT FOR A PERIOD ONE (1) YEAR FROM THE DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$83,500.00 WITH THE OPTION TO EXTEND THE CONTRACT FOR ONE (1) YEAR -- BID2024-71**

WHEREAS, two (2) sealed bids were received in the Division of Purchasing on December 10th, 2024, at 11:00 am, by the Purchasing Agent for MDF Belt Filter Press Preventative Maintenance Services for the City of Trenton, Department of Water and Sewer, Water Filtration Plant; and

WHEREAS, the Water Filtration Plant requires maintenance and inspection of the Four (4) Belt Filter Press which are essential for processing the sludge at the Mechanical Dewatering Facility (MDF). Sludge is generated continuously throughout the treatment process daily. If the Belt Filter Presses are not properly maintained and inspected, there is a significant risk of unwanted accumulation of sludge in the early stages of the process, which could affect the overall efficiency and operations of the plant; and

WHEREAS, the low bidder Alfa Laval Inc., 10470 Deer Trail Drive, Houston, Texas 77038 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 \$83,500.00 have been certified to be available in the following account: 5-05-55-5506-826-004. This contract shall be awarded for a period of one (1) year from the date of award; with an option to extend one (1) additional year in an amount not to exceed \$83,500.00 contingent upon the temporary and final adoption of the CY'2026 budget; 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 Alfa Laval Inc., 10470 Deer Trail Drive, Houston, Texas 77038, for MDF Belt Filter Press Preventative Maintenance Services for the City of Trenton, Department of Water and Sewer, Water Filtration Plant, for a period of one (1) year in an amount not to exceed \$83,500.00 from the date of award; with an option to extend one (1) additional year; for the said purposes in the manner prescribed by law.

MOTION:	Feliciano						Frisky						SECOND:					
	Aye	Nay	Abstain	Absent	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

City Clerk

FEB 18 2025

**AGREEMENT**

**CITY OF TRENTON, NEW JERSEY**

**BID2024-71**

**RES. NO. 25-060**

**AWARDED TO**

**ALFA LAVAL, INC. FOR MDF BELT FILTER PRESS PREVENTATIVE MAINTENANCE  
SERVICES FOR THE DEPARTMENT OF WATER AND SEWER, WATER FILTRATION PLANT**

This Agreement, entered into this 18<sup>th</sup> Day of FEBRUARY 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 **ALFA LAVAL INC., 10470 DEER TRAIL DRIVE, HOUSTON, TEXAS 77038** ("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 \$83,500.00 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 \$83,500.00;**

**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 ALFA LAVAL, INC., FOR  
MDF BELT FILTER PRESS PREVENTATIVE MAINTENANCE SERVICES FOR THE DEPARTMENT OF  
WATER AND SEWER, WATER FILTRATION PLANT FOR A PERIOD ONE (1) YEAR FROM THE DATE  
OF AWARD IN AN AMOUNT NOT TO EXCEED \$83,500.00 WITH THE OPTION TO EXTEND THE  
CONTRACT FOR ONE (1) YEAR – BID2024-71**

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 provision 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

4/4/25

Date

and

ALFA LAVAL INC., 10470 DEER TRAIL DRIVE, HOUSTON, TEXAS 77038

  
W. Reed Gusclora, Esq. Mayor  
9:30 AM

Date

CONTRACTOR SIGNATURE

DATE

Attest:   
Secretary Elizabeth Reese

  
President Ester Codina

03-26-2025

Date

**Proposal to the**  
**City of Trenton, Trenton Water Works**  
**Belt Filter Press Preventive Maintenance Contract**  
**CY2025**

<b>SERVICE ITEM</b>	<b>UNIT COST</b>	<b>NUMBER</b>	<b>TOTAL PRICE</b>
Quarterly Inspection	\$ 12,000.00 (for all belt presses)	X's 4	\$ 48,000.00
Furnish and install complete set of chicanes	\$ 3,650.00	X's 2	\$ 7,300.00
Emergency Service (3 day response)	\$ 150.00	X's 56 hrs.	\$ 8,400.00
Emergency Service (24 hr response)	\$ 200.00	X's 24 hrs.	\$ 4,800.00
Parts & Materials (fixed)			\$15,000.00
		<b>Grand Total:</b>	<b>\$ 83,500.00</b>

RESPECTFULLY SUBMITTED BY:



(Signature)

Larry Packard

(Print Name Above)

Alfa Laval Inc.

(Company)

Name of person to contact: Larry Packard

Telephone number for contact: 281-985-4405

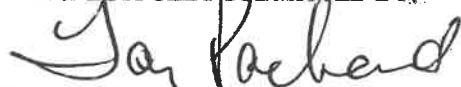
**Check List – Items that must be included with the bid**

- { Documentation of Experience
- { Mandatory Site Visit

**Proposal to the**  
**City of Trenton, Trenton Water Works**  
**Belt Filter Press Preventive Maintenance Contract**  
**CY2026**

<b>SERVICE ITEM</b>	<b>UNIT COST</b>	<b>NUMBER</b>	<b>TOTAL PRICE</b>
Quarterly Inspection	\$ 12,000.00 (for all belt presses)	X's 4	\$ 48,000.00
Furnish and install complete set of chicanes	\$ 3,650.00	X's 2	\$ 7,300.00
Emergency Service (3 day response)	\$ 150.00	X's 56 hrs.	\$ 8,400.00
Emergency Service (24 hr response)	\$ 200.00	X's 24 hrs.	\$ 4,800.00
Parts & Materials (fixed)			\$15,000.00
		<b>Grand Total:</b>	<b>\$ 83,500.00</b>

RESPECTFULLY SUBMITTED BY:



(Signature)

Larry Packard

(Print Name Above)

Alfa Laval Inc.

(Company)

Name of person to contact: Larry Packard

Telephone number for contact: 281-985-4405

**Check List - Items that must be included with the bid**

- { Documentation of Experience
- { Mandatory Site Visit

**Trenton Water Works  
Belt Filter Press Preventive Maintenance Contract  
CY2025**

**Location:**

**Trenton Water Works Mechanical Dewatering Facility, NJ State Highway Route 29, Trenton, NJ**

**Equipment:**

**4 x Ashbrook Simon-Hartley Klampress Type 85 Size 2.0M Belt Filter Press**

**Quality Assurance:**

Consideration shall be given only to bidders who can demonstrate that they comply with all requirements of the specifications. Bidders submitting a bid shall demonstrate experience with the operation and maintenance of belt filter presses.

To ensure that the highest standards are met the bidder shall document that they are a factory service center for a leading manufacturer of belt presses. The bidder shall submit a copy of the documentation with their bid.

**Qualifications:**

The contractor shall furnish with the bid the names of the technicians that shall perform regular and emergency service. Each technician shall have a minimum of five years of experience working on 2M beltpresses or larger for both emergency service and preventive maintenance. Furnish the technicians name, years of experience, type of work performed, and document the ability to respond to emergencies as outlined under the emergency service.

The bid shall be awarded to a responsible bidder, qualified by experience to provide the work specified. The bidder shall submit the following information with his bid.

- A. Experience record showing the bidder's experience in similar work. Experience record must be shown specifically for belt filter presses of an identical size or larger.
- B. List and provide a brief description of similar work satisfactorily completed with location, dates, contact names, addresses of owners and phone numbers. Bidder shall demonstrate at least five (5) clients where similar equipment was worked on over the past 5 years.
- C. List of equipment and facilities available to do the work.
- D. List of personnel, by name, title, and expertise to perform work on the machines.

**Mandatory Site Visit:**

The contractor shall be required to perform a site visit at the location listed above prior to submitting the bid. Site visits shall be documented by signing the Site Visit Log located in the Filtration Plant Office. The contractor shall call a minimum of (4) business days prior to the site visit.

Scope:

1. Initial Inspection - Each belt filter press shall be fully inspected by an authorized technician to determine the condition of the units. The findings of this report shall be submitted as a typed report documenting the overall condition and if any type of parts/service is required to bring each belt filter press up to optimum performance. Furnish and change hydraulic oil, filter, and dispose of waste oil. Work shall be done per the manufacturer's procedures.
2. A full set of Chicanes shall be furnished and installed in two (2) presses annually.
3. Quarterly Inspection and Service - Four regular inspection visits per year shall be performed on each belt filter press. The technician shall complete a typed full mechanical/electrical report along with their recommendations for replacement parts and/or labor. Lubrication shall be performed at all locations during the quarterly inspection. To maintain constant operation, no more than two (2) filter presses may be down at any one time.  
Inspection/Service Items – Shall include, but not be limited to, the following items:
  1. Filter belts
  2. Bearings & housings
  3. Rollers
  4. Trays
  5. Scrapers – replace as necessary
  6. Seals – adjust and replace as necessary
  7. Alignment switches
  8. The operation of the hydraulic steering
  9. Hydraulic oils & filters and equipment – add as necessary and investigate losses
  10. Cylinders
  11. Limit switches
  12. Wash-water spray nozzles and brushes – clean/clear as necessary
  13. Gears
  14. Drives and motor
  15. Bull gears – and lubricate
  16. Safety equipment
  17. Pressure gauges/sensors
  18. Automatic valves
  19. Structural integrity
  20. PVC piping
  21. Source of leaks – supply an estimate to make repairs
  22. Proximity sensors
  23. Other electronics
  24. Determine whether residuals are accumulating under the belts and whether they require further cleaning.
3. Reports and meetings – contractor agrees to attend one meeting per year upon the request of the Water Treatment Plant Superintendent. The purpose of the meetings shall be to review areas of concern with recommendations for corrective action.

Parts and Materials:

The contractor shall furnish and install the following parts and materials if needed during the duration of this contract and the cost for these items shall be part of the quarterly service fee:

1. Oil
2. Grease and other lubricants
3. Scrapers
4. Rubber seals (example: around washbox and belts)
5. Alignment switches
6. Oil Filters
7. Bearings & housings
8. Furnish two sets of upper and lower belts

Parts shall be delivered onsite within 45 days of receipt of the purchase order.

Spare Parts Allowance:

There is a fixed parts allowance of \$15,000 for materials required to maintain optimum operation of the belt filter presses. These parts shall only be furnished upon the request by the Water Treatment Plant Superintendent and cover parts and materials not listed above.

Emergency Service:

The contractor agrees to furnish a 24 hour emergency service telephone number that is staffed. There shall be two types of emergency service.

1. Normal breakdown service shall require a three day response time and be scheduled Monday through Friday during the 7:30 AM to 3:30 PM shift.
2. Emergency breakdown service shall require an authorized representative within 24 hours.

Contract Term:

This contract shall be effective from date of the contract execution through one year with the option to extend the contract for another 12 months.

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.