

RESOLUTION

No.

25 - 141

Date of Adoption

APR 15 2025

Approved as to Form and Legality

WESLEY BRIDGES, ESQ., CITY ATTORNEY

Factual content certified by

SEAN SEMPLE, DIRECTOR OF WATER AND SEWER

Councilman /woman

presents the following Resolution:

**RESOLUTION ACCEPTING AND AWARDING A NEGOTIATED CONTRACT
TO FOLEY INCORPORATED FOR NATURAL GAS ENGINE GENERATOR MAINTENANCE AT
THE CENTRAL PUMPING STATION CORNER OF PENNINGTON AVENUE AND MELLON
STREET FOR THE TRENTON WATER FILTRATION PLANT; FOR A PERIOD OF ONE (1) YEAR
IN AN AMOUNT NOT TO EXCEED \$92,000.04 WITH AN OPTION TO EXTEND ONE (1) YEAR
BID2025-10B**

WHEREAS, bids were advertised by the Purchasing Agent on two (2) occasions; December 23, 2024 (BID2025-10) and January 13, 2025 (BID2025-10B); no bids were received for Natural Gas Engine Generator Maintenance at the Central Pumping Station corner of Pennington Avenue and Mellon Street; for a period of one (1) year with an option to extend one (1) additional year for the City of Trenton, Department of Water and Sewer, Trenton Water Works, Water Filtration Plant; and

WHEREAS, pursuant to Local Public Contract Law N.J.S.A 40A:11-3(a), once a bid is advertised on two (2) occasions and no bids are received, the contracting unit may negotiate and award a contract upon adoption of a resolution by a two-third affirmative vote of the authorized membership of the governing body; and

WHEREAS, the contract has been negotiated and awarded to Foley Incorporated, 855 Centennial Avenue, Piscataway, New Jersey 08855 made pursuant to the advertisements, be and is hereby accepted as the legally responsible bidder complying with terms and specifications on file in the Division of Purchasing; and

WHEREAS, funds in an amount not to exceed \$92,000.04 have been certified to be available in the following account numbers: 5-05- -55-5506-813-013, with an option to extend the contract for an additional one (1) year in an amount not to exceed \$92,000.04 (6-05- -55-5506-813-013) contingent upon the adopted temporary and final budget for FY'2026.

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NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a negotiated contract with Foley Incorporated, 855 Centennial Avenue, Piscataway, New Jersey 08855 for Natural Gas Engine Generator Maintenance at the Central Pumping Station corner of Pennington Avenue and Mellon Street for the City of Trenton, Department of Water and Sewer, Trenton Water Works, Water Filtration Plant for the said purposes in the manner prescribed by law.

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

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

APR 15 2025

[Signature]
President of Council

[Signature]
City Clerk

A G R E E M E N T
C I T Y O F T R E N T O N , N E W J E R S E Y
BID2025-10B
RES. NO. 25-141

AWARDED A NEGOTIATED CONTRACT TO FOLEY INCORPORATED
FOR NATURAL GAS ENGINE GENERATOR MAINTENANCE AT THE CENTRAL PUMPING
STATION CORNER OF PENNINGTON AVENUE AND MELLON STREET FOR THE TRENTON
WATER FILTRATION PLANT

This Agreement, entered into this 16th Day of APRIL 2025 between the City of Trenton, a municipal corporation of the State of New Jersey, 'CITY' **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** and **FOLEY INCORPORATED, 855 CENTENNIAL AVENUE, PISCATAWAY, NEW JERSEY 08855** ("Contractor"), witnesseth that:

WHEREAS, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services **IN AN AMOUNT NOT TO EXCEED \$92,000.04 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 \$92,000.04.**

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 AND AWARDING A NEGOTIATED CONTRACT TO FOLEY
INCORPORATED FOR NATURAL GAS ENGINE GENERATOR MAINTENANCE AT THE CENTRAL
PUMPING STATION CORNER OF PENNINGTON AVENUE AND MELLON STREET FOR THE
TRENTON WATER FILTRATION PLANT; FOR A PERIOD OF ONE (1) YEAR IN AN AMOUNT NOT
TO EXCEED \$92,000.04 WITH AN OPTION TO EXTEND ONE (1) YEAR BID2025-10B

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

UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTS

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

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

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

FOURTH. In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase

such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement and given the same time allowance for such replacement as is given Contractor.

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

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

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

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

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

a. CONTRACTOR or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. CONTRACTOR will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

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

c. CONTRACTOR or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

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

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

- e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:
1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
 2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or
 3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)
- f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3)(a) (1)
- g. CONTRACTOR or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)
- h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)
- i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)
- j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)
- k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)
- l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)
- m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant 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

5/21/25
Date


W. Reed Gusciora, Esq. Mayor

5.20.25
Date

and

FOLEY INCORPORATED, 855 CENTENNIAL AVENUE, PISCATAWAY, NEW JERSEY 08855

CONTRACTOR SIGNATURE

DATE

Attest:



Secretary

5/7/2025
Date

City of Trenton
Trenton Water Works

CY2025 Natural Gas Engine Generator
Maintenance Contract

Central Pumping Station

General Conditions

Location of Gas Engines

The Trenton Water Works owns and operates two (2) natural gas engine generators installed and in operation at the Trenton Water Works Central Pumping Station located at the corner of Pennington and Mellon Streets, Trenton, New Jersey.

Engine Type

There are two (2) 1300 kW natural gas engine generators. The generators are Model #DM5643-02 with Caterpillar Engine Model G3516B generator sets. The contract shall also include the service of a Steuler SCR/Urea system used with the system to improve exhaust gas quality. The engines were placed in service in 2014.

Contract Duration

The contract shall be from the award date of contract through one year.

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

Contractor Qualifications

The contractor shall be an authorized and certified Caterpillar service and repair facility and shall provide personnel certified by Caterpillar to perform the work included in this contract and also shall be certified to do any additional work performed beyond the scope of the contract which may be authorized by the Water Treatment Plant Superintendent and described elsewhere in this document.

Contractor References

The contractor shall furnish a list of 3 customers for which service has been performed on 1,000 kW or larger natural gas generator sets. The contractor shall include documentation of the type of the generators. The list shall include the name of the company, contact person, telephone number, email address, generator manufacturer, and generator size.

Contractor Experience

The contractor shall document with their bid at least 5 years of experience performing natural gas generator service similar to that listed in this contract and on generators that are 1,000 kW or larger. The list shall include the name of the company, year of the service, generator manufacturer, and generator size.

Site Visit

Contractors shall be required to make a mandatory site visit at the Trenton Water Works water filtration plant in Trenton, New Jersey. The site visit shall be documented. Failure to make the visit shall disqualify the contractor's bid. To schedule a visit, contractors shall contact Taya Brown-Humphrey, Water Treatment Plant Superintendent, by calling 609-989-3640 at least 5 workdays in advance of the proposed date. Contractors shall use the mandatory site visit to familiarize themselves with the conditions under which the work shall be conducted.

Contractors shall also conduct a survey of the service items to be serviced as described in the section below under "Scope of Work". These items shall include but not be limited to the engine and components, generator and components, cooling system, controls, governor, exhaust, gas lines and handling equipment, starter, batteries and chargers, Switchgear and controls, etc.

Scheduling of Work

Service shall be performed on appropriate air quality days as per the NJDEP regulations and this shall be documents in the service report. It is imperative that all work shall be scheduled with the Water Treatment Plant Superintendent or his duly authorized representative. Service shall be scheduled at least 5 workdays prior to the work. Trenton Water Works reserves the right to change the scheduled date and time due to an operational constraint.

It is the intent of Trenton Water Works to have as many services performed concurrently as is applicable. The generator typically shall be run up to 6,000 hours combined per year.

Service Reference

The proposal form includes items for periodic maintenance service. The items are based upon the engine manufacturer(s) recommended maintenance service schedule. The maintenance service items included in the O & M manual shall be performed as part of each proposal item. If at the time of the receipt of bids the manufacturer has issued a revised service O & M, then the most recently issued maintenance service items contained in that O & M shall be required by the bid items.

Parts to be Furnished

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

- All filters
- O-Rings
- Seals
- Elements
- Hoses
- Carburetion components
- Oil
- Grease
- Fan Belts
- Antifreeze mixture

Scope of Work – Generator and Engine System

The scope of work shall include, but not necessarily be limited to, the following:

Monthly

- Air Inlet Filter - Check
- Air Tank Moisture and Sediment - Drain
- Automatic Start/Stop - Inspect
- Battery Charger - Check
- Battery Electrolyte Level - Check
- Bearing Temperature - Measure/Record
- Cooling System Coolant Level - Check
- Electrical Connections - Check
- Electrohydraulic System - Inspect
- Engine Air Cleaner Service Indicator - Inspect
- Engine Air Precleaner - Clean
- Engine Oil Level - Check
- Fuel System Fuel Filter Differential Pressure - Check
- Generator Load - Check
- Generator Set - Test
- Jacket Water Heater - Check
- Power Factor - Check
- Radiator – Inspect/Clean
- Space Heater - Check
- Stator Winding Temperature - Measure/Record
- Voltage and Frequency - Check
- Walk-Around Inspection
- Test Run – Operate (without load) for 15 to 30 minutes

Quarterly

- Operate (with 30% load) for 1 hour
- Air Shutoff – Test
- Engine Oil Sample – Obtain

Semi-Annually

- Cooling System Coolant Sample (Level 1) – Obtain

Annually

- Operate Under Load for 4 Hours (Load shall be defined as operating the pump station by generator)
- Aftercooler Condensation - Drain
- Alternator - Inspect
- Bearing (Ball) - Lubricate
- Belts - Inspect/Adjust/Replace
- Cooling System Coolant Sample (Level 2) - Obtain
- Cooling System Supplemental Coolant Additive (SCA) - Test/Add
- Crankcase Blowby - Measure/Record
- Crankcase Pressure - Measure
- Crankshaft Vibration Damper - Inspect
- Cylinder Pressure - Measure/Record
- Electrohydraulic System Oil - Change
- Electrohydraulic System Oil Filter - Change
- Engine Air Cleaner Element - Replace
- Engine Crankcase Breather - Clean
- Engine Mounts - Check
- Engine Oil - Change
- Engine Oil Filter (Auxiliary) - Change
- Engine Oil Filter - Change
- Engine Oil Sample - Obtain
- Engine Performance - Test
- Engine Protective Devices - Check
- Engine Speed/Timing Sensor - Clean/Inspect
- Engine Valve Lash and Bridge - Adjust
- Exhaust Bypass - Inspect
- Exhaust Piping - Inspect
- Fuel Metering Valve Screen - Check
- Fumes Disposal Filter Element – Check/Replace
- Gas Pressure Regulator Condensation - Drain
- Generator Set - Test
- Hoses and Clamps - Inspect/Replace
- Ignition System Timing - Check/Adjust
- Inlet Air System - Inspect

- Insulation - Test
- Oxygen Sensor - Calibrate
- Radiator - Clean
- Starting Motor - Inspect
- Stator Lead - Check
- Valve Stem Projection - Measure/Record
- Water Pump - Inspect

When Required

- Cooling System Coolant (NGEC) - Change
- Engine – Clean
- Generator – Dry/Clean
- Rotating Rectifier – Check/Test
- Turbocharger – Inspect
- Varistor – Test
- Winding – Test

SCOPE OF WORK – UREA FEED SYSTEM

Annually

- Measuring gas probe – Filter change
- Pipeline – Visual Inspection
- Fine Filter for Reducing Agent – Visual Inspection/Clean/Replace
- Dosing lance – Visual Inspection/Clean/Replace
- Screws catalyst door - Impact screwdriver, open-end or ring spanner with a torque of 300 Nm
- Air conditioning unit – Check for contamination
- Catalytic Converter – Clean (Only carried out by authorized specialist personnel)
- Dosage Pumps Diaphragms – Replacement (Only carried out by authorized specialist personnel)
- Compressor – Cleaning or Replacement of Air Filters (Only carried out by authorized specialist personnel)
 - Check operation
 - Check for air leaks
- Check chemical inventory levels
- Check system controls

Reports

After each service (monthly, quarterly, semi-annually, and annually) the contractor shall furnish a “typed” report that documents the condition of the equipment, recommended service items (with quote), items checked/inspected and their condition, tests performed and the results, items replaced/serviced, samples taken and test results, items lubricated, and any items that were cleaned. The reports shall be submitted to the Water Treatment Plant Superintendent prior to invoicing for the service. Invoices shall not be processed until the reports have been received and reviewed.

Service Beyond the Scope of Basic Maintenance Services

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

Payment for work performed under the provisions of this section shall be paid for under bid proposal Items 5, 6, and 7. In the event the proposed cost of any work causes the amount of monies allocated for such work by the fixed amount in the bid proposal to be exhausted, the work will be authorized through the issuance of an emergency purchase order number given to the contractor by the Water Treatment Plant Superintendent or a duly authorized representative. Payment for work performed under the emergency purchase order shall be separate from any payments made to the contractor for work performed under the items of this contract.

Bid Proposal Item 8 is for work required to correct an issue with the ASCO generator/electrical switchgear controls. Parts and labor shall be deducted from this line item if an issue occurs.

Emergency Field Service

The contractor shall provide emergency response field service for the equipment listed above under **Engine Type**. A telephone number shall be provided with the bid proposal form. The telephone number shall be used by the Water Treatment Plant Superintendent or his duly authorized representative to call for such service. The contractor shall dispatch a service person(s) in the event that the generator fails to run during a loss of power from the electric utility. The service person(s) shall be required onsite within 2 hours of this type of emergency. The contractor shall provide with its bid proposal a list of names and telephone numbers of people to call to provide assistance.

Payment for work performed under the provisions of this section shall be paid for under bid proposal Items 5, 6, and 7. In the event the proposed cost of any work causes the amount of monies allocated for such work by the fixed amount in the bid proposal to be exhausted, the work will be authorized through the issuance of an emergency purchase order number given to the contractor by the Water Treatment Plant Superintendent or his duly authorized representative. Payment for work performed under the emergency purchase order shall be separate from any payments made to the contractor for work performed under the items of this contract.