

# ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

## CONTRACT

### FOR

### GENERATOR MAINTENANCE SERVICE

THIS AGREEMENT is entered into as of the 20<sup>th</sup> day of February, 2025 by and between THE ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY, located at R.D. #1, 99 Greenbank Road, Boonton, New Jersey (hereinafter referred to as the "AUTHORITY"), and HIGHLANDS INDUSTRIAL TURBINE SERVICE INC., (hereinafter referred to as the "CONTRACTOR") with principal offices located at 919 Highway 33, Suite 30, Freehold, New Jersey.

### WITNESSETH:

That the parties to these present, each in consideration of the undertakings, promises, covenants and agreements on the part of the other herein contained, have undertaken, promised, and agreed, and do hereby undertake, promise, and agree, the AUTHORITY for itself and for its successors and assigns, and the CONTRACTOR for itself and for its heirs, executors, administrators, successors, and assigns, as follows:

### ARTICLE I

#### SCOPE OF WORK

The CONTRACTOR shall perform on-call and annual PM generator services at an hourly rate of \$185.00; an hourly overtime rate of \$277.50; and an hourly Sunday and holiday rate of \$370.00. The Work shall also be defined by any Addendum and Contract Change Orders (or Written Amendment) as may be issued and approved by the Authority and Engineer.

### ARTICLE II

#### CONTRACT TERM

Section 2.1 Contract Term. The Contract Time shall be February 13, 2025 to February 12, 2026. CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will insure full completion thereof in a timely manner.

## ARTICLE III

### GENERAL OBLIGATIONS AND RESPONSIBILITIES OF CONTRACTOR

Section 3.1 Services Performed. CONTRACTOR shall perform the services in accordance with the Contract Documents, generally accepted standards of professional care, in compliance with all applicable Federal, State, and local laws, statutes, codes, rules, regulations and guidelines.

Section 3.2 Applicable Laws. CONTRACTOR shall at all times observe and comply with all applicable federal, state, county, municipal and local laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the performance of the Contract.

Section 3.3 Prevailing Wages. The Contractor shall pay not less than the prevailing wage rates as required by the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et al.) and the Contractor shall comply with the provisions of the Public Works Contractor Registration Act, P.L. 1999, c. 238 (N.J.S.A. 34:11-56.48 et al.), as applicable.

Section 3.4 Safety and Precaution. CONTRACTOR shall be solely responsible for maintaining and supervising all safety precautions and programs in connection with its operations and/or the Work to be performed under this Contract and shall take all the necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to, all employees, other persons affected thereby and property.

Section 3.5 Continuing Performance. Unless a notice of termination is provided in the manner set forth in this Contract, CONTRACTOR shall maintain performance during all disputes or disagreements with the AUTHORITY and no Work shall be delayed, postponed, or curtailed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the AUTHORITY may otherwise agree in writing.

Section 3.6 Hold Harmless. CONTRACTOR agrees to protect, defend and save harmless the AUTHORITY against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and CONTRACTOR further agrees to indemnify and save harmless the AUTHORITY from suits or actions of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the CONTRACTOR, his servants or agents.

## ARTICLE IV

### INSURANCE

#### Section 4.1 Insurance

CONTRACTOR shall, at its sole cost, obtain and maintain in force for the duration of this Agreement any and all insurance with limits as requested by the AUTHORITY in the Contract Documents while CONTRACTOR, its employees, agents, or CONTRACTORS complete the Work, and the obligations of CONTRACTOR are performed. CONTRACTOR shall name the AUTHORITY as an additional insured and shall provide copies of all certificates of insurance to the AUHTORITY prior to the commencement of the work.

Certificates of Insurance satisfactory in form to RVRSA shall be supplied to RVRSA evidencing that the insurance required above is in force, that not less than thirty (30) days written notice will be given to them prior to any cancellation or restrictive modification of the policies or reduction of aggregate limits greater than \$1,000,000 of such insurance, and that the provisions dictated above are in force.

CONTRACTOR's compliance with this provision shall not constitute a limitation of liability or in any way limit or affect CONTRACTORS indemnification obligations under this Agreement.

## ARTICLE V

### THE CONTRACT SUM

Section 5.1. Contract Sum. The AUTHORITY shall pay to the CONTRACTOR, for the faithful performance of the contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents **on a time and materials basis in accordance with Proposal dated January 15, 2025, attached herein and in a not to exceed amount of \$25,000.00.**

## ARTICLE VI

### GENERAL OBLIGATIONS AND RESPONSIBILITIES OF AUTHORITY

Section 6.1 Payments to CONTRACTOR. The AUTHORITY will make payments within forty-five (45) days of receipt of a properly executed AUTHORITY voucher, invoice and supporting documentation for work performed, unless the AUTHORITY or the AUTHORITY'S ENGINEER disputes the invoice submitted, or any portion thereof, in which case only that portion of the invoice not in dispute shall be paid to the CONTRACTOR within 45 days of receipt of the invoice. Amounts in dispute shall not accrue any interest or additional charges and shall not be paid until the dispute is resolved.

Section 6.2 Deficient Service or Materials. Payment by the AUTHORITY of any service shall not constitute a waiver or acceptance of any deficient services or materials.

## **ARTICLE VII**

### **TERMINATION/BREACH OF CONTRACT**

Section 7.1 AUTHORITY Rights. This contract may be terminated with or without cause by either party upon seven (7) days written notice.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

Section 8.1 Assignment. This Contract may not be assigned by either party without the prior written consent of the other party, and any purported assignment without such consent shall be null and void and without effect.

Section 8.2 Oral Agreements/Modifications. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents. Modifications, waivers, or amendments to the Contract Documents (or any provision thereof) shall be effective only if set forth in a written instrument signed by the AUTHORITY and CONTRACTOR after all corporate or other action regarding the authorization for such modifications, waivers or amendments have been taken.

Section 8.3 Severability. In the event that any provision of the Contract Documents shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction and/or state agency, the AUTHORITY and the CONTRACTOR shall, to the extent allowed by law, negotiate in good faith and agree to such amendments, modifications or supplements of or to the Contract Documents or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. Other provisions of the Contract Documents shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 8.4 Merger Clause. The Contract Documents constitute the entire agreement and understanding of the AUTHORITY and the CONTRACTOR with respect to the bidding, services, and materials to be provided, the amount and payment therefore and all other matters addressed or referred to herein and supersede all prior and/or contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

Section 8.5 Notices. All notices, consents, approvals, or communications required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in



person or sent by certified or registered mail, postage prepaid, with a copy sent by overnight mail, courier, or telecopy, as follows:

To the CONTRACTOR:  
HIGHLANDS INDUSTRIAL TURBINE SERVICE, INC.  
919 Highway 33, Suite 30  
Freehold, New Jersey, 07728  
Phone: (732) 303-8100

To the AUTHORITY:  
JoAnn Mondsini, Executive Director  
ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY  
R.D. #1, 99 Greenbank Road,  
Boonton, New Jersey 07005-9602  
PH: (973) 263-1555  
FAX: (973) 263-9068


All notices shall be deemed given as of the day of receipt, except in the case of registered or certified mail notice shall be deemed given when sent, postage pre-paid, return receipt requested, addressed to the proper address hereinbefore stated (or as duly modified) even through delivery may be refused.

Section 8.6 Jurisdiction. This Contract has been made in the State of New Jersey and shall be interpreted, construed, performed, and enforced under and in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if a corporation has caused this Agreement to be executed, by the proper corporate officers and the official seal annexed hereto, the day and year first above written.

ATTEST:

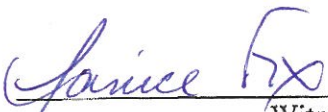
HIGHLAND IND TURBINE SERV, INC.

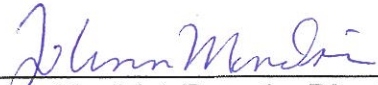
  
Kelly Thomson, Witness

By:   
Chris Dougherty,

ATTEST:

ROCKAWAY VALLEY REGIONAL  
SEWERAGE AUTHORITY

  
Janice Fox, Witness

By:   
JoAnn Mondsini, Executive Director

2025 Highlands Industrial  
Turbine Service, Inc.  
Generator Maintenance

## EXHIBIT A – AFFIRMATIVE ACTION & ADA COMPLIANCE

Non-Discrimination in Employment. No Contract shall be awarded, nor moneys paid thereunder to any CONTRACTOR, subcontractor or business firm that has not agreed and guaranteed to afford equal opportunity in performance of the Contract and in accordance with an affirmative action program approved by the Treasurer of the State of New Jersey.

(a) During the performance of this contract, the contractor agrees as follows:

The 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, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, 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 Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause,

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where-applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27 - 5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability; nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The 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.

In conforming with the targeted employment goals, the 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

(b) The Parties hereby agree that the provisions of Title II of the American Disabilities Act of 1990 (42 U.S.C. §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 thereunto, are made part of this contract.

**STANDARD MAINTENANCE PROPOSAL**

**FOR**

**ROCKAWAY VALLEY REGIONAL SEWERAGE  
AUTHORITY  
99 GREENBANK ROAD  
BOONTON, NEW JERSEY 07005-9602**

**EQUIPMENT COVERED**

**TWO SOLAR SATURN® GSE-1000  
GAS TURBINE DRIVEN GENERATOR SETS**

**January 1, 2025 –December 31, 2025**



## **AGREEMENT**

1. The "customer" (or Equipment Owner) has installed on property under his control certain equipment, which he wishes to obtain preventative maintenance for. Highlands Industrial Turbine Service, Inc. as outlined herein offers the preventative maintenance.
2. After reviewing the condition of your equipment or reviewing your specifications for the equipment, the following schedule is recommended to minimize the need for corrective or repair maintenance.

**Annual inspection with routine maintenance and load test utilizing normal facility load. The exact date of the service to be mutually agreed to a minimum of 48-hours prior.**

### **1<sup>st</sup> VISIT**

3. EQUIPMENT NOT OPERATING:
  - A. Review Operating Logs and Trouble Logs for indication of existing discrepancies.
  - B. Perform visual inspection of the equipment, checking for fire or safety hazards, fuel or oil leaks, chafing, rubbing or interference of tubing, wire or electrical conduits.
  - C. Dynamically or statically check operation of all engine protective devices to insure operation within manufacturer's recommended specifications. These include but are not limited to:
    1. Preliminary and high exhaust temperature shutdown.
    2. Overspeed shutdown.
    3. Back-up overspeed shutdown (if equipped).
    4. Low lube oil pressure.
    5. High lube oil temperature shutdown.
  - D. Check integrity and cleanliness of the inlet and exhaust ducting. Check proper operation of inlet or exhaust dampers (if installed).
  - E. Check start and control batteries for cleanliness, connection security and electrolyte level. Add water and clean terminals as required.
  - F. Check lubricating oil level in oil reservoir. Add customer supplied oil if necessary.
  - G. Obtain sample of lubricating oil for laboratory testing.

- H. Remove, inspect, clean and replace as necessary all low-pressure package fuel filters.
- I. Remove, inspect, clean and replace as necessary all high-pressure package fuel filters.
- J. Remove, clean and inspect any customer installed pre-filtration devices. Replacement pre-filter elements will be customer furnished.
- K. Remove, clean and inspect the igniter plug and visually inspect all components of the ignition system.
- L. Perform general inspection of the installation site and all support systems and advise any discrepancies found.

4. **EQUIPMENT OPERATING:**

- A. Check and compare operation of the volt, frequency, ammeter, power factor and kilowatt meters against standard test instruments.
- B. Observe the turbine under no load operation and check for abnormal noise and vibration. Record all installed instrument, pressure and temperature readings on the engine operating history log.
- C. Perform a minimum one-hour full load test utilizing normal facility load (if available). During run record all installed instrument readings on the permanent engine log. Record compressor discharge pressure and lube oil tank vent pressure using test gauges installed for the purpose. Obtain a copy of the readings for performance evaluation purposes.
- D. Perform a vibration signature of the major engine components under load conditions. Note any abnormal levels and immediately advise operations personnel.
- E. Instruct operating personnel in the safe and proper operation of the equipment and answer any questions related to operation.

**2<sup>nd</sup> VISIT**

- A. Perform a minor inspection approximately six months after maintenance. This will include a general inspection, testing of generators under normal plant loads if available. This visit will be limited to one 8 hour working day, including travel times.

5. CUSTOMER ASSISTANCE:

A representative of the customer shall be on site at all times that work is being performed. This individual may be asked to assist from time to time in those operations requiring more than one person to accomplish and to operate the equipment during those periods when it is necessary to run the engine.

While working on customer's premises, customer shall grant Highlands Industrial Personnel access to rest room facilities and shelter from severe inclement weather.

6. WARRANTY:

Highlands Industrial Turbine Service, Inc. warrants the labor provided under the inspection agreement. Remedy of disputes is limited to re-inspection upon agreement that the labor was performed in a shoddy and non-workmanship like manner. Parts used during the accomplishment of the inspection will be warranted to the extent that the original manufacturer warrants the part.

The above warranty is in lieu of all warranties, expressed or implied. In no event shall Highlands Industrial Turbine Service, Inc. be liable for incidental or consequential damages or loss of revenue or profits resulting from failure to report deficiencies in the equipment or installation site; or resulting from malfunction of parts installed during the execution of the services.

7. ADDITIONAL SERVICES:

- A. Work over and above the tasks defined above will be charged at our published labor rates of \$185.00 per hour straight time; \$277.50 overtime per hour time and one-half; and \$370.00 Sundays and Holidays. Additional services would include troubleshooting and parts replacement necessary to restore a unit to operating condition or to perform other work as directed by the customer representative. Any additional work request by the customer representative shall be deemed as approved by customer management and payment of invoices is expected.
- B. **Any emergency or out of hours service needs will be taken and responded to on a first call, first serve basis and contingent upon Highlands availability. Highlands does not guarantee any availability or response times for any emergencies, additional service and/or repair. This proposal is for standard maintenance service only and does not include any on call fees or retainers for any additional services.**

8. PAYMENT TERMS:

Payment of proper invoice is required Net <sup>45 JM 2/18/25</sup> 30 Days. The invoice will be submitted with our Inspection Report within 2 weeks following the inspection.

The quoted price does not include any state, federal or local sales taxes that may be applicable. If work is tax exempt, a bonafied Tax-Exempt Certificate must be filed with Highlands Industrial Turbine Service, Inc.

9. INSURANCE:

Highlands Industrial Turbine Service, Inc. maintains in effect the following minimum insurances:

General Aggregate	\$2,000,000.00
Automobile Liability	\$1,000,000.00
Excess Liability Umbrella Policy	\$1,000,000.00
Worker's Compensation	Statutory by Law

10. QUOTATION PRICE:

The basic services outlined herein will be performed for the quoted price  
\$ 7,800.00

The above maintenance agreement has been reviewed, modified as necessary and is agreed to by both parties.

Accepted by:

Accepted by:

HIGHLANDS INDUSTRIAL TURBINE  
SERVICE, INC.

By: *John Mendenhall*

By: *Carl D. [Signature]*

Title: *Executive Director*

Title: *President*

Date: *2-18-25*

Date: *2-20-25*

**Resolution 25-028**

**RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT FOR  
SEMI ANNUAL GENERATOR MAINTENANCE SERVICES**

WHEREAS, the Rockaway Valley Regional Sewerage Authority (the "Authority") requires on-call and annual service to its Gas Turbine Driven Generator Sets; and

WHEREAS, the Authority has found it necessary to contract with an outside vendor to provide these services; and

WHEREAS, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11A-1 et seq., when the cost or price of any contract awarded by the contracting unit does not exceed the bid threshold, the contract may be awarded by the contracting unit without public advertisement for bids; and

WHEREAS, as set forth in the Quotation Record Form dated January 15, 2025 attached hereto and made a part hereof, at least two competitive quotations were sought for the performance of on-call and annual PM generator services and in response the Authority received the lowest proposal from Highlands Industrial Turbine Service, Inc., attached herein, having a business office at 919 Highway 33, Suite 30, Freehold, New Jersey for annual inspection and other needed services not to exceed \$36,000.00 to be billed at the following rates of \$185.00 per hour straight time, \$277.50 per hour overtime and \$370.00 per hour Sunday's and Holiday's; and

WHEREAS, funds are available for this purpose at line item 01-503-240

NOW, THEREFORE, BE IT RESOLVED by the Rockaway Valley Regional Sewerage Authority as follows:

1. That the Executive Director is hereby authorized to execute an Annual Generator Maintenance Service agreement between Highlands Industrial Turbine Service, Inc., having a business office at 919 Highway 33, Suite 30, Freehold, New Jersey and the Rockaway Valley Regional Sewerage Authority, in the not to exceed amount of \$36,000.00.
2. This Resolution shall take effect as provided by law.



## CERTIFICATION

I do hereby certify that this Resolution was adopted at a regular scheduled meeting of the Rockaway Valley Regional Sewerage Authority held on February 13, 2025.

On motion of Commissioner Isselin      Seconded by Commissioner Andes

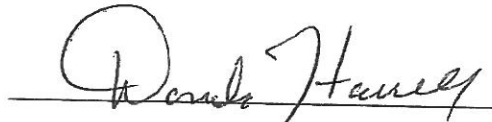
And a Roll Call Vote as follows:

Yeas: (7) Andes, Cegelka, Farrell, Howarth, Isselin, Schorno and Sheehy.

Nays: (0) None

Abstain: (0) None

Absent: (3) Corbett, Lavery, and Zuppa.

A handwritten signature in cursive script, reading "Donald Farrell", is written over a horizontal line.

Donald Farrell  
Board Secretary