

RESOLUTION 2025-152

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CHATHAM AUTHORIZING THE PURCHASE OF A CATERPILLAR EMERGENCY GENERATOR SYSTEM FROM FOLEY POWER SYSTEMS, A DIVISION OF FOLEY, INCORPORATED, PURSUANT TO EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY CONTRACT NO. 22/23-46

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a cooperative pricing system and to enter into cooperative pricing agreements with other contracting units as defined under N.J.S.A. 40A:11-2(1) for its procurement of goods and services; and

WHEREAS, the Township of Chatham (the “Township”), as a local government contracting unit, is a member of the Educational Services Commission of New Jersey (the “ESCNJ”); and

WHEREAS, the Township may, without advertising for bids, purchase any materials, supplies, services, or equipment under an approved cooperative contract, whereby the contracting unit, ESCNJ, serving as the lead agent, has complied with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1, *et seq.*) (the “LPCL”); and

WHEREAS, the ESCNJ awarded Contract 22/23-46 to Foley, Inc., having an address located at 855 Centennial Avenue, Piscataway, New Jersey 08854 (“Foley”), for the purchase of generator equipment and maintenance; and

WHEREAS, the Township needs to purchase a Caterpillar Emergency Generator System as specifically set forth in quote No. AXA50520-1 from Foley, which is attached hereto as Exhibit A, pursuant to ESCNJ Contract 22/23-46 in an amount not to exceed One Hundred Seventy-Eight Thousand Four Hundred Eighty Seven Dollars (\$178,487.00); and

WHEREAS, the Chief Financial Officer of the Township has certified that adequate funds for such a purchase are available.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Chatham, County of Morris, State of New Jersey, that:

1. The forgoing Recitals are hereby incorporated herein by reference as if set forth at length.
2. The Township hereby authorizes the purchase of a Caterpillar Emergency Generator System as specifically set forth in quote No. AXA50520-1 from Foley, which is attached hereto as Exhibit A, pursuant to ESCNJ Contract 22/23-46 in an amount not to exceed One Hundred Seventy-Eight Thousand Four Hundred Eighty Seven Dollars (\$178,487.00).

3. A certified copy of this Resolution shall be provided by the Township Clerk to each of the following:

- i. Township Purchasing Agent
- ii. Township Chief Financial Officer
- iii. Foley.

4. This Resolution shall take effect immediately.

Adopted: July 15, 2025

TOWNSHIP OF CHATHAM IN  
THE COUNTY OF MORRIS

Attest:

  
\_\_\_\_\_  
Gregory J. LaConte, Clerk

By   
\_\_\_\_\_  
Michael Choi, Mayor

**CERTIFICATION OF THE AVAILABILITY OF FUNDS**

I hereby certify that as of July 15, 2025, sufficient funds are available in account C-06-55-567-551 to carry out the purpose of this Resolution.

  
\_\_\_\_\_  
Debra A. King  
Chief Financial Officer

**Exhibit A**  
**Foley Quote**

# Project Proposal

**From:** John Waverka  
[Jwaverka@Foleyinc.com](mailto:Jwaverka@Foleyinc.com)

**DATE:** June 11, 2025

**PHONE:** 732-718-9933

**RE:** Chatham DPW Southside ESCNJ  
EF&I, Chatham, NJ  
**QUOTE # AXA250520-1**

In response to your request, we are pleased to offer the following quotation on the turnkey supply and installation of a **Caterpillar Emergency Generator System** for your consideration:

One (1) New, **UL2200 Listed, EPA Certified**, Caterpillar emergency generator **Model DG150** Natural Gas Fueled, rated **150 kW**, Standby Power, **277/480 Volts**, 3 Phase, 4 Wires, 1800 rpm, 60 Hertz. Package to include manufactures standard model features and optional attachments as listed below.

**Total net package price...\$178,487.00 (Tax not included) (Price Valid for 30 Days)**  
**FOB with freight allowed to first destination.**  
**NJ State approved cooperative Bid #ESCNJ 22/23-46**

## Turnkey genset replacement:

- FPS will obtain all permits and begin all municipal reviews of project. permit fees will be passed through to customer.
- This estimate includes installing a new concrete pad on area at side of building near telephone pole. This pad is quoted at level to the existing pads for recently installed outdoor pump control systems. Approximately 24 inches above building grade.
- Three bollards will be included to protect the new genset from trucks backing up into the lot.
- It is our understanding that the gas utility will run in a new gas line from the street into the station fence and up to the side of the new genset pad. Our team will be required to build a meter mounting structure. We will provide and install the regulator and gas train connected to the genset and connect the new system to the gas utility.
- FPS team will receive, crane and rig into place new 150kw generator on new pad.
- We will install an emergency feed in EMT for internal runs and PVC for external. Running power along building exterior or coring as required.
- A day of system startup and testing will commence once the site is inspected by Foley technical team. A two-hour full load test will be performed per NFPA 110 requirements. Customer training will be available on the technician's shoulder at this time.
- At a coordinated time, the conduit and cables for the existing genset will be switched for the new system and the new genset will be placed online, running the plant in emergency mode.
- A pull-the-plug test will be engaged with the contractor observing the operation of the system for several pump cycles (if available).
- The existing genset will be left in place in the building but disconnected. If removal is requested FPS can review and add this work to our quote.

Division of Foley, Incorporated

**Engine**

- 9.1 Liter, 8 Cylinder, Turbocharged – Aftercooled, 4 Cycle Engine, Natural Gas,
- EPA Certified
- Standard Air Cleaner
- Standard Electronic Governor

**Cooling System**

- Standard Radiator and Cooling Fan complete with Protective Guards
- 50% coolant antifreeze/corrosion inhibitor
- Jacket Water Heater

**Enclosure**

- Caterpillar White, Sound Attenuated, Weatherproof, Steel Enclosure (75 dBA @ 23')

**Exhaust**

- Enclosed Critical Grade Exhaust Silencer

**Control Panel**

- GCCP1.2 Generator Control Panel
- Qty. (1) Remote Emergency Stop Switch (**Shipped Loose**)
- Cellular annunciator-transmits alarms via text/email (**subscription applies**)
- Qty. (1) 20 AMP GFCI Outlet
- Qty. (1) 100 Amp Load Center

**Generator**

- Permanent Magnet Excitation System
- Generator Anti-Condensation Heater
- 105C Temperature Rise
- NFPA Bundle

**Power Termination**

- Qty. (1) 250AMP, 100% Rated, LSI, Circuit Breaker w/ Shunt Trip Lugs: (1) 1/0-300 KCMIL.

**Starting / Charging System**

- 24 Volt Starting Motor
- Lead Acid Batteries with Battery Rack and Cables
- Battery Charger, 20A, NFPA 110

**Mounting**

- Elastomeric Vibration Isolators

**Lubrication**

- Lubricating Oil, Filter, Filler and Dipstick

**General**

- Qty. (1) O&M Manual (**Shipped Loose**)



Division of Foley, Incorporated

### Tests

- Standard Caterpillar Factory Test

**Service:** Provided by FPS during normal time, Monday – Friday, 7:30 am – 3:30 pm

- Labor to perform Startup Service
- Labor for Genset Site Testing. (2 Hours - Resistive Load Bank Test)

**NOTE: A Resistive Load Bank and 50 Feet of Cables will be supplied for testing purposes.**

### Warranty

- Caterpillar 5 Year **Platinum** Manufacturers Product Warranty as Per Warranty Documents.

**Note:** Applicable to Caterpillar Consist Parts Only.

### Notes/Exceptions/Deviations

1. The above proposal is based upon Site Visit and sizing request received by Foley Power Systems and is limited to the listed Bill of Materials.
2. NOTE: FPS = Foley Power Systems
3. NOTE: Additional permitting and inspection fees are not included in this quote. Any additional municipal fees will be passed through to the customer. Any new zoning approval by customer. Unexpected gas utility fees are not included. Engineering drawings are not included in this quote as per customer request.
4. Price does not include a rental genset for the duration of the cutover. Shutdowns will be coordinated with facility staff to occur in the most convenient time. A rental is available via the ESCNJ cooperative if required.
1. ***Any tariff costs incurred by Foley from materials vendor will be passed on to our customers. Since the tariffs are broad, it's impossible to know what products will be impacted and what the tariff costs will be until we receive a notice from the manufacturer.***
2. NOTE: Any third-party testing (noise level, I/R, etc.) or certified reports of onsite testing by others.
3. NOTE: Permitting, Off-Loading, Rigging and Installation of Genset and all shipped loose items to be provided by other than FPS. Electrical connections and disconnections of Genset by other than FPS. Fuel to be supplied by other than FPS. Coordination study, protective device setting, and third-party testing must be provided by other than FPS.



Division of Foley, Incorporated

**Terms and Conditions of Sale: AXA250520-1**

- a) All quotations are valid for 30 days from date of quotation unless otherwise noted.
- b) All quotations are FOB first destination and delivery will be made using a Flatbed or Step Deck Trailer with offloading by others. Customer must provide clear and unobstructed access to the site so equipment can be off-loaded.
- c) Payment terms are net 30 days. If startup occurs within 30 days of invoice date, payment is due immediately. All projects greater than \$1MM will be subject to progress billing. The progress billing structure is listed below:
  - I. Receipt of Purchase Order: 10%
  - II. Approved Submittals and release of equipment: 25%
  - III. Delivery of equipment to site: 55%
  - IV. Successful testing of equipment: 10%
- d) Our payment terms will include interest on the 31st day on all outstanding invoices; the interest will be based on the current market value.
- e) All quotations are subject to owners or specifying engineer's approval of our project submittals.
- f) Federal, State and local sales tax is not included in our price quotation.
- g) Standard factory lead times will apply after receipt of approved submittal and notification to proceed with equipment fabrication.
- h) Federal, State and local code compliance is strictly the responsibility of the owner and his engineers and/or representatives.
- i) All materials listed in this quotation are covered by the manufacturer warranty only unless specifically stated otherwise.
- j) Foley Power Systems requests (14) fourteen-day notification to schedule unit start up services.
- k) Fuel oil and or other consumables required for unit start up and site testing is not included in this quotation and shall be provided "By Others".
- l) Title and risk of loss will pass to Buyer upon delivery of the equipment to project job site.
- m) If the Buyer cannot accept delivery of the equipment or requests that the delivery be delayed, Foley Power Systems will invoice Buyer for the purchase price of the equipment and make arrangements for equipment storage. Storage charges will accrue at a monthly rate of (2) two percent of the invoiced purchase price for every month or portion thereof, during which the equipment is being stored by Foley Power Systems. Buyer is responsible for any additional freight, off-loading, rigging, or special equipment charges as a result of the delay in taking delivery.
- n) Buyer may not cancel a purchase order, return equipment, or change the delivery date without Foley Power Systems written consent. Any cancellation, return, or change of delivery dates is subject to additional charges based on Foley Power Systems actual costs.
- o) Foley Power Systems is not responsible for serving and paying fees for permits, licenses, or registrations required by any agency that may be required for the installation and operation of the above quoted equipment.
- p) Any and all installation of this equipment shall be "By Others".
- q) This proposal is confined to the Bill of Materials as listed above.
- r) Any claim of any kind whatsoever asserted by buyer or Foley Power Systems against the other, arising out of or in any way relating to this agreement shall be resolved exclusively by submitting such claim to arbitration in accordance with the rules of the American Arbitration Association. The place of arbitration shall be in New Jersey. Judgment upon any such arbitration award may be entered in (1) the appropriate State or Federal court with Jurisdiction over Middlesex County, New Jersey.
- s) Foley Power Systems does not accept "paid when paid" conditions as part of the Terms and Conditions of the contract
- t) The power connection to the Generator is sized for copper wire only. If an alternate material is used for the power connection; the proposal price is subject to change.
- u) Buyer shall indemnify, hold harmless, and defend seller from all liability for loss, damage or injury to person or property to the extent caused by the negligent act or omission of buyer. Buyer shall defend seller in accordance with and to the extent of the above indemnification, provided the buyer is (i) promptly notified by seller, in writing, of any claims, demands or suits for such damages or injuries; and (ii) has the right to select and direct counsel and settle such claims.
- v) Foley shall not be responsible for any failure to perform, or delay in performance of its obligations resulting from or associated with the COVID-19 pandemic or any future pandemic, and the Buyer shall not be entitled to any damages including but not limited to liquidated, special, consequential, or punitive, resulting thereof. Furthermore, the seller's product times are based upon the information provided to seller from its suppliers at the time of quotation. The buyer accepts that lead times for products can change and do so without notice and due to reasons, that are beyond any control of the seller. As such, the seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof.
- w) In the event of significant delay or price increase of material, equipment or labor occurring during the performance of the contract through no fault of Foley Inc., the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or labor will be considered significant when the price of an item increases 2% or more between the date of this Contract and the date of installation/delivery/time of order.

Accepted by: \_\_\_\_\_ (Print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_