#### **CONTRACT AWARD**

## AB2022-14 REPAIR OF PUMPING SYSTEMS, ELECTRIC MOTORS AND WATER WELL INSPECTION, DRILLING AND REPAIR FOR THE COUNTY OF MERCER FOR A PERIOD OF TWO (2) YEARS

#### RESOLUTION#2022-416

CONTRACT TERM: MAY	1,2022- APRIL 30,2024					
name of bidder	A.C. SCHULTES, INC.					
ADDRESS	664 S. EVERGREEN AVENUE					
CITY, STATE, ZIP	WOODBURY HEIGHTS, NJ 08097					
CONTACT	AUGUST C. SCHULTES, IV PRESIDENT					
TELEPHONE	856- 845- 5656					
FAX	856- 845 -1335					
E-MAIL	GUSIV@ACSCHULTES.COM					
nj savi designation	N/A					
BID GUARANTEE	WESTERN SURETY COMPANY 10% NTE 20K					
CONSENT OF SURETY	DANIEL P. DUNIGAN AIF WITH POA					
new Jersey business registration	ОК					
PW CONTRACTORS REGISTRATION	48148 EXPIRES 3.24.2023					
EQUIPMENT CERTIFICATION	OK					
WELL DRILLER OR MASTER WELL DRILLER LICENSE, PW AND BRC	IN-HOUSE: LICENSE # 0001678 EXPIRES 6.30.23					
PUMP INSTALLER LICENSE, PW AND BRC	COVERED BY MASTER WELL DRILLER LICENSE					
ELECTRICAL LICENSE, PW AND BRC	ABS ELECTRIC, INC., LICENSE # 34EB01525300 EXPIRES 3.31.2024; PW 632525 EXPIRES 9.8.2022, BRC OK					

#### DEPARTMENT OF BUILDINGS AND GROUNDS & MERCER COUNTY PARK COMMISSION

GROUP ONE: PUMPS, COMBINATION PUMP AND ELECTRIC MOTOR UNITS; ESTIMATED NUMBER OF HOURS	245
HOURLY RATE	\$ 155.00

TOTAL	\$ 37,975.00
GROUP TWO: ELECTRIC MOTORS ONLY; ESTIMATED NUMBER OF HOURS	220
HOURLY RATE	\$ 155.00
TOTAL	\$ 34,100.00
GROUP THREE: WATER WELL INSPECTION, REPAIR AND DRILLING; ESTIMATED NUMBER OF HOURS	220
HOURLY RATE	\$ 155.00
TOTAL	\$ 34,100.00
COST FOR WELL PIPING PHOTOGRAPHY (PER OCCURANCE)	\$ 400.00
ESTIMATED FOR 10 PROJECTS	\$ 4,000.00
	110,175.00

COUNTY OF MERCE	R. NEW JERSEY
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**RESOLUTION NO. 2022-** 416

Approved as to Form and Legality	Date	
		May 12, 2022
County Counsel		***************************************

AWARD OF BID RECEIVED MARCH 30, 2022 TO A.C. SCHULTES, INC. FOR THE REPAIR OF PUMPING SYSTEMS, ELECTRIC MOTORS, AND WATER WELL INSPECTION, REPAIR, AND DRILLING FOR THE COUNTY OF MERCER. TOTAL AMOUNT NOT TO EXCEED: \$160,175.00. PERIOD: MAY 1, 2022 THROUGH APRIL 30, 2024 (AB2022-14)

WHEREAS, the Mercer County Purchasing Agent has advertised for bids for the repair of Pumping Systems, Electric Motors, and Water Well Inspection, repair, and drilling for the County of Mercer for a period of two (2) specifications, as provided by law; and.

WHEREAS, one (1) sealed bid was received on March 30, 2022 in connection with the aforementioned services; and,

WHEREAS, the bidders hereinafter designated is the lowest qualified bidder; and,

WHEREAS, the bid received from A.C. Schultes, Inc., 664 S. Evergreen Avenue, Woodbury Heights, NJ 08097, shall be awarded in a total amount not to exceed \$160,175.00, for the period of May 1, 2022 to April 30, 2024; and,

Clerk to the Board

		· · · · · · · · · · · · · · · · · · ·			REC	COR	D OF VOTE		-				
COMMISSIONERS	Aye	Nay	N.V.	Abs.	Res.	Sec.	COMMISSIONERS	Ave	Nay	N.V.	Abs	Res	Sec.
Cimino	X				1		Stokes	J					
Frisby				X		1	Walter	K	1	<del> </del> -		<u> </u>	
Koontz	X						Melker	X	<b>-</b>	<u> </u>			<u> </u>
McLaughlin	X					1			<del> </del>				
			ndicat s.—Re				Absent N.V Sec.—Resolution		ot Vot				

**RESOLUTION** NO. 2022-416

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WHEREAS, the Chief Financial Officer of Mercer County has certified in writing the availability of funds for the purposes set forth in this Resolution; said certification is on file with the Clerk to the Board and such funds are contingent upon the inclusion in and adoption of the 2022, 2023, and 2024 Mercer County Budgets; now, therefore;

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute contracts on behalf of the County of Mercer when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Mercer County Park Commission and to the Mercer County Purchasing Agent for further distribution.

Lerline IV. Werthy
Clerk to the Board

# SPECIFICATIONS FOR REPAIR OF PUMPING SYSTEMS, ELECTRIC MOTORS AND WATER WELL INSPECTION, REPAIR AND DRILLING FOR THE COUNTY OF MERCER CONTACT PERSON: PARK COMMISSION – JOE PIZZA 609 -303- 0709 BUILDINGS AND GROUNDS-KARL THOMAS 609-989-6181

#### **INTENT**

The County of Mercer requests bids for repair and replacement of positive displacement pumps, centrifugal pumps, thrush pumps, diaphragm pumps, chemical feed and Hazardous location pumps, peristaltic pumps, booster pumps, hot water pumps, self-priming pumps, associated CLA-valve repairs, domestic booster stations, variable frequency drive (VFD) pumps and equipment, sewage grinder pumps and open channel screen pumps (commutator), wet-well pumps, engine driven pumps, and magnetic drive pumps. This includes repair and replacement of specific pump related switches, magnetic contactors, pressure switches, safety cut-offs, and pressure actuated and pneumatic actuated switches. The contract shall be for a period of two (2) years. The County shall award two contracts based upon the grand total cost. All questions can be submitted via email to <a href="mailto:imaldonado@mercercounty.org">imaldonado@mercercounty.org</a> or via the BidNet Portal.

The awarded contractor shall attend a meeting with Mercer County Buildings and Grounds and Mercer County Park Commission personnel prior to commencement of the work.

#### **WORK COVERED**

BIDDERS SHALL BE LICENSED AND PROVIDE COPIES OF THEIR LICENSURE FOR PUMP INSTALLATION AND WELL DRILLING. ALL BIDDERS SHALL BE A WELL DRILLER AND PUMP INSTALLER CONTRACTOR. THE MASTER WELL DRILLER LICENSE COVERS WELL DRILLING AND PUMP INSTALLATION.

BIDDERS SHALL BE LICENSED THROUGH THE NJ DEP. BIDDERS SHALL HAVE FIVE (5) YEARS EXPERIENCE IN THE REPAIR OF PUMPS, ELECTRIC MOTORS AND WATER WELL INSPECTION, REPAIR AND DRILLING. BIDDERS SHALL PROVIDE THREE (3) REFERENCES OF SIMILAR WORK.

IN THE EVENT THAT A LICENSED ELECTRICIAN OR PLUMBER IS REQUIRED, BIDDERS SHALL NAME THEIR PLUMBING AND OR ELECTRICAL SUBCONTRACTOR, OR STATE THAT WORK WILL BE PERFORMED IN-HOUSE, WITH A COPY OF THE PLUMBING AND ELECTRICAL LICENSE.

**LICENSING FOR WELL DRILLERS AND PUMP INSTALLERS:** Bidders shall be licensed in the appropriate class as required regulation N.J.A.C. 7:9D-1 et seq., through:

State of New Jersey Department of Environmental Protection Division of Water Supply Bureau of Water Systems & Well Permitting P.O. Box 426 Trenton, New Jersey 086250426 www.nj.gov/dep/watersupply

### GENERAL PROVISIONS FOR WELL DRILLER LICENSES AND PUMP INSTALLER LICENSES OF THE PROPER CLASS

Well driller licenses are classified as master well driller licenses, journeyman and journeyman;

Or well driller licenses, monitoring well driller licenses, dewatering well driller licenses, and soil borer licenses.

#### **LICENSURE**

The following licenses are required to perform work stated within the bid specifications:

- 1. **PLUMBING LICENSE** (PROVIDE NAME OF PLUMBING SUBCONTRACTOR. IF PERFORMED IN-HOUSE, PLEASE STATE IN-HOUSE ON PAGE 41)
- 2. **ELECTRICAL LICENSE** (PROVIDE NAME OF ELECTRICAL SUBCONTRACTOR. IF PERFORMED IN-HOUSE, PLEASE STATE IN-HOUSE ON PAGE 41)
- 3. WELL DRILLER LICENSE
- 4. PUMP INSTALLER LICENSE

OR

MASTER WELL DRILLER LICENSE WHICH COVERS WELL DRILLER AND PUMP INSTALLER (COVERS 3 AND 4)

#### **BACKGROUND CHECKS**

The awarded contractor shall perform a criminal background check on each potential employee and provide reports to the respective contact for each department at Mercer County.

#### **WARRANTY**

All labor and materials shall be covered through a one (1) year warranty.

#### MERCER COUNTY PARK COMMISSION

Scope of Work for all Park Commission facilities will include all three Groups listed in this bid specification including Septic Lift Stations at Mercer County Park East and West Picnic Areas, Tennis Complex, Skating Center and Mercer Oaks Golf Course, Equestrian Center, Rosedale Park Picnic Area and Dog Park, Princeton Country Club and Mt. View Golf Courses and Howell Living History Farm, Wildlife Center and Historic Hunt House. This contract shall also cover Potable Water Wells at Rosedale Park Picnic Area and Dog Park, Historic Hunt Barn, Irrigation Wells No. #1 and No. #2 MCP, Valley Road Picnic Area and Howell Living History Farm, Hopewell Valley Golf Course.

#### MERCER COUNTY BUILDINGS AND GROUNDS

The County of Mercer owns and operates several facilities housing sewage lift stations, ejector pumping equipment, domestic hot water pumps, rain water collection systems and holding tanks with pumping equipment. Confined space entry awareness, equipment and manpower are essential. The locations follow; however, the county may require services at additional facilities.

Mercer County Civil Court House - 400 Warren Street, Trenton, NJ 08611

McDade Administration Building - 640 S. Broad Street, Trenton, NJ 08611

Old Civil Court House - 175 S. Broad Street, Trenton, NJ 08611

Dempster Fire Training Academy - 350 Lawrence Station Road, Lawrenceville, NJ 08648

Mercer County Airport Facility – 1100 Terminal Circle Drive, Suite 301, West Trenton, NJ 08628

#### MERCER COUNTY CORRECTION FACILITY WASTE WATER TREATMENT FACILITY

In addition to building and facility related general pumping equipment, Mercer County owns and operates a 90,000 GPD Waste Water Treatment facility at the Mercer County Correction Center. The treatment facility is classified S-2, and is under the Direction A licensed operator and certified by NJDEP. The facility operates numerous grinder pumps, diaphragm pumps, submersible pumps, several lift stations, wet wells, open channel commutator pump, screening equipment, brush aerators, rotating trickling filter equipment, with various motor sizes. Motors range from 480 three phase to process control motors 115 volt. There are control circuits, and variable frequency drive systems that operate various motors and in some cases data systems that operate the control circuits. Familiarization and knowledge of this equipment and the wastewater process is essential to eligibility of the successful bidder.

Mercer County also owns and operates a 100,000 GPD potable water treatment facility with three 6" incased groundwater wells, averaging 300 to 400 ft. in depth and a booster and pump station with a 100,000 gallon water storage tank. The pump station houses a hypo chlorination disinfection system with monitoring equipment and dosing pumps. Each groundwater well is served by various sized submersible Grundfos well pumps with screens, and "M" scope tubes. Pumps are 480 Volt and range from 30 gal per minute to 70 gallons per minute. They are operated by a SCADA Control system, controlled and monitored on site via internet access off site. The wells, distribution system and monitoring system are all under the direction of a W-1 licensed operator and certified by the NJDEP. Familiarization and knowledge of this equipment is essential to the eligibility of the successful bidder.

A NJDEP certified well drillers license and associated well drilling equipment is required for any work performed on well pumps and associated pumping equipment. Bidders must be authorized to perform preventive maintenance and repairs on the referenced systems.

The Contract Manager shall be available for calls 24 hours a day, seven (7) days a week. The Contractor shall respond to all requests for service within four (4) hours of notification.

#### **WORKING HOURS**

<u>REGULAR BUSINESS HOURS</u> shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

<u>AFTER HOURS</u> shall be work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.

<u>SUNDAY AND HOLIDAYS</u> shall be work performed during Sundays or during any County holiday.

#### PREVAILING WAGE ACT AND PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Contractors shall comply and adhere to all requirements of the New Jersey Prevailing Wage Act and Public Works Contractor Registration Act. The awarded contractor shall submit a certified payroll record to the County designee for Parks and Buildings and Grounds within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls to the County. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. All work to be performed shall be in accordance with the Project Documents, Drawings and Specifications.

#### MINIMUM ORDERS

There shall be no minimum requirements

#### **EQUIPMENT REPAIR REQUIREMENTS**

No service or repairs will be performed without prior approval from Mercer County or the owners. No bill shall be rendered for any repairs or service that has not been performed.

All repairs and service shall be completed within the time frame as defined by the owner. Any extension of this time must have prior approval from Mercer County or the owners. Every effort must be made to meet appointment schedules and promised completion times.

All servicing technicians will be factory certified or trained and certified in the work to be performed. Proof of factory certification or training will be included with this bid specification. No service or repair will be attempted in which personnel are not fully qualified or trained. Contractor shall have the equipment and supplies to perform repairs as described in this proposal. A written PM or repair estimate shall be provided before any repairs or service can take place. All equipment must be protected while in the possession of the vendor. Unless otherwise instructed by the owners, all parts that are removed in the repair of the systems must be returned with the equipment with the exception of warranty parts. All corrective repair service will be performed at no additional charge to the owners. Any additional repair service and /or parts that the winning contractor deems necessary, beyond the original repair request, must first be approved by Mercer County and its owners. All warranty claims shall be completed within 24 – 48 hours at no additional cost to the owners.

Compliance with all federal, State or local D.E.P. standards or regulations shall be the responsibility of each contractor. Confined space entry is required and contractor must

have trained, certified entry team with their own equipment and safety gear. Lock out and tag out rules will be strictly enforced.

#### TIME AND MATERIAL HOURS

Quotes for any work shall include a cost breakdown submitted by the contractor as follows: labor rate, quantity of hours, materials list, wholesale cost (with evidence of same) and mark up, at applicable contract rates. Each call shall generate a separate invoice detailing the labor charge and the parts/materials as outlined above.

#### INVOICING

All invoices are required to include the proper purchase order number, which can be obtained by calling the requesting department. Awarded contractors shall provide detailed invoicing itemizing each the hourly rate, materials broken out reflecting cost of materials and 10% upcharge. Proof of purchase is required to be submitted with invoice. Within ten days of paying your employees, certified payrolls shall be submitted to the county designee.

#### **HOURLY LABOR RATE**

The County does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked at the bid rate. The labor charge should include all travel time. No additional travel will be honored. The County will not pay for hours not worked.

#### **OVERTIME**

Overtime shall be paid at 1.5 times the awarded contractor's hourly rate.

#### **MATERIALS**

The County will only pay for materials that have been authorized and used. Parts/Materials Prices: All materials shall be invoiced at actual wholesale cost plus a ten (10%) markup defined in the proposal. The contractor shall maintain an adequate inventory of applicable supplies, spare parts and replacement equipment within the service vans, or at contractor's place of business, in order that emergency repairs can be made to the using agency's equipment at once with a minimum of shut-down time.

#### **EXPERIENCE PERFORMANCE**

Contractor will be required to have a minimum of 5 years experience. The Contractor shall furnish all resources (i.e. supervision, labor, transportation, materials, supplies and equipment) necessary to fulfill all the requirements and satisfactorily perform all the services. Bidders shall provide references of three projects of similar type over the past three years.

#### PERMITS AND RESPONSIBILITIES

The Contractor shall be responsible for obtaining all necessary licenses and permits. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. In

addition, the Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work.

The Contractor shall comply with all applicable revisions, additions, changes and/or upgrades to any Federal, state, and municipal laws, codes, and regulations which are in effect on the date of Contract and which affect the performance of the work. The Contractor shall also obtain and pay the costs of any royalties and licenses for any patented or copyrighted items used in the performance of the work.

It shall be the responsibility of the Contractor to promptly notify the County Designee if an official in charge of compliance with the Occupational Safety and Health Act visits the work site. Contractor shall properly disinfect any service lines and or pump equipment after any and all domestic well pump or booster pump repairs as per DEP guidelines on disinfection rules.

#### **VOC REQUIREMENT**

The Contractor shall use on the job site only chemicals and cleaning products that do not exceed the national Volatile Organic Chemical (VOC) limitations rule(s) published by the U.S. Environmental Protection Agency (EPA).

#### **ON-SITE PERSONNEL**

The Contractor agrees to utilize responsible and capable employees in the performance of all services of this Contract. The Contractor shall provide on the job site all the manpower, labor and supervision required to fulfill the requirements. The awarded contractor shall provide background checks on all employees working on the project.

#### **PROMPT PAYMENT**

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall impose the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the Owner's Representative if the contractor has performed in accordance with the contract and the work has been approved and certified by the Owner's Representative. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner's representative receives it, unless the Owner's Representative provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

#### **CONTRACTOR'S QUALIFICATIONS**

The Contractor shall have at least five (5) years experience in the business of troubleshooting, diagnosing, repairing and maintaining all types of pumps, electric motors, and wells. The Contractor shall provide written certification that all Contractor personnel performing work under this contract possess an in-depth working knowledge of all relevant equipment, and computer programs required to operate the systems described herein.

#### **RESPONSE TIME**

The Contract Manager shall be available for calls 24 hours a day, seven (7) days a week. The Contractor shall respond to all requests for service within four (4) hours of notification. Contractor must supply 24 hr. on call emergency contact number.

#### SAFETY AND PROTECTION PLAN

Prior to use of any products or materials, the Contractor shall provide the following submittals for review and approval by the Mercer County Designee. The Contractor shall furnish three copies of each submittal. The submittal shall provide at a minimum:

- Manufacturer's product data and literature
- Manufacturer's installation guidelines
- Samples, if required
- Material Safety Data Sheets (MSDS)

#### **1.0 INTENT:**

- 1.1 The intent of this invitation for bids is to source a contractor to provide the services identified below.
- Group 1: Pumps only, combination pump and electric motor units -- repairs, overhaul, or replacement. The term pump and motor refers to the complete unit, wherein the pump and motor are considered one.
- Group 2: Electric motor only -- repairs, overhaul, or replacement (fractional and whole Horsepower, AC or DC)
- Group 3: Water well -- inspection, repair, and drilling. NOTE: Pumps, motors, or combination units at well sites are specifically for the well drilling contractors only, and not part of the other group services.

#### MERCER COUNTY PARK COMMISSION:

Twenty One (21) water wells shall be maintained for the Mercer County Park Commission.

#### MERCER COUNTY BUILDING AND GROUNDS:

Three (3) water wells should be maintained for Mercer County Buildings and Grounds.

These devices are utilized in water well use, water supply environments, and sewage treatment environments.

1.2 This contract may be used for, or a combination of:

- 1.2.1 The contractor to remove, and install, with all work for repairs, overhaul, or new replacement performed by the Contractor.
- 1.2.2 The County to remove and install, take to Contractor's shop, for the purpose of repairing, overhauling or replacement, or.
- 1.2.3 as a commodities contract for the purchase of new pump units or electric motors

and related equipment sold as cost, plus ten (10%).

- 1.2.4 Water well repairs and/or increased depth adjustments.
- 1.2.5 Repairs to pressure system or distribution system, and repairs to electric controls

and protective devices.

1.2.6 Repair, overhaul, or replacement of other pump types, but not

limited to:

Split case, Centrifugal, Turbine, Vane, Diaphragm, Rotary, Submersible sump pumps, Multi-stage systems, High-pressure booster pumps and stations, chopper pumps

The County will pay a 10% markup on materials and supplies.

#### 2.0 SCOPE OF SERVICES:

#### 2.1 TECHNICAL REQUIREMENTS:

The Contractor shall furnish all necessary labor, tools, equipment, transportation, supervision, and all effort necessary to complete the specifications herein.

#### 2.2 SERVICE HOURS:

REGULAR BUSINESS HOURS shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

AFTER HOURS shall be work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.

SUNDAY& HOLIDAYS shall be work performed during Sundays or during any County holiday.

#### 2.3 SERVICE GROUPS:

2.3.1 Group 1 — Pumps, combination pump and electric motor units -- repairs, overhaul, or replacement:

On-site or in-shop, provides repairs to, or replaces pump devices. This service is for bidders who have the capability to repair and/or replace the pump or the pump and motor devices in the field -or- provide shop only work. Should contractor provide shop only work, the County will be responsible for delivery to contractor's shop. If contractor has the capability of fieldwork, a complete service truck inventoried with tools/parts is critical.

The Contractor shall troubleshoot, make repairs, provide machinist work, and provide welding if needed, and/or removal of pump to Contractor's shop if needed. If contractor, who has the capability of fieldwork, upon initiating work, determines equipment requires shop work, the Contractor shall incur pickup/delivery charges.

Warranty for this service:

All equipment repaired and replaced shall carry a one year warranty, covering parts and labor.

All work shall be free of defects in materials and workmanship.

#### 2.3.2 Group 2— Electric Motors:

On-site or in-shop, provides repairs to, or replaces electric motors. This service is for bidders who have the capability to repair and/or replace the electric motor and devices in the field -or- provide shop only work. Should contractor provide shop only work, the County will be responsible for delivery to the contractor's shop. If contractor has the capability of fieldwork, a complete service truck inventoried with tools/parts is critical.

Warranty for this service:

All equipment repaired and replaced shall carry a one year warranty, covering parts and labor.

All work shall be free of defects in materials and workmanship.

#### 2.3.3 Group 3— Water Well Inspection, Repair, and Drilling:

This service is for contractors who have the equipment, staff and expertise to inspect, repair, and drill water wells. This shall require a drill rig capable of depths to 1,000 feet with a twelve (12) ton capacity. Depths exceeding 1,000 feet are not a part of this contract.

Repairs to include the replacement of all well casings, including but not limited concrete, PVC, stainless, etc. Contractor's may encounter shale or other materials and shall be prepared to provide drilling equipment.

proposal

Well piping photography shall be priced per occurrence on the page.

clean

Water well services to include mobilization, brushing, swabbing, and out.

Service may be required including but not limited to the following systems: Arsenic Treatment System, Reverse Osmosis System, and Ultraviolet Light System.

Also included is additional drilling to increase the depth of an existing well. Additionally, deep well inspection services must be provided by the Contractor on an as needed basis.

#### Warranty for water well service:

All equipment repaired and replaced shall carry a one-year warranty, covering parts and labor. All work shall be free of defects in materials