

RESOLUTION 2019-21

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT  
WITH AN ESTIMATED COST BETWEEN \$6,000.00 AND \$40,000.00  
WITHOUT PUBLIC ADVERTISING FOR BIDS

WHEREAS, the "Local Public Contracts Law" provides that except for contracts which require the performance of professional services, all contracts or agreements which do not require public advertising for bids and the estimated cost or price is between \$6,000.00 and \$40,000.00, two (2) or more competitive quotations as to cost or price, whenever practicable, shall be solicited by the contracting agent, and the contract or agreement shall be made with and awarded to the lowest responsible bidder; and

WHEREAS, The Bordentown Sewerage Authority has solicited from the following bidders the respective quotations as to price:

<u>BIDDER</u>	<u>PRICE</u>
J.T. Seeley & Co., Inc.	\$15,869.00
PCS Pump and Process, Inc.	\$17,896.00

for the following goods or services:

**Fairbanks Morse 3" D5433MTK Explosion Proof Submersible Solids Handling Pump for the Authority's Crystal Lake Pump Station.**

WHEREAS, a Certificate of Availability of Funds has been provided by the designated certifying finance officer and is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, this 18<sup>th</sup> day of February, 2019, that contracts, be and the same are hereby awarded to:

**J.T. Seeley & Co., Inc.**

in the amount of \$15,869.00 for the goods or services described above.

THE BORDENTOWN SEWERAGE AUTHORITY

By: M. Ellen Gulbrinsky  
Chair, M. ELLEN GULBRINSKY

Attest:

Joseph R. Malone, III  
Secretary, JOSEPH R. MALONE, III

I have reviewed this Resolution and the Certificate of Availability of Funds and am satisfied that an appropriate Certificate of Availability has been provided.

Thomas J. Coleman, III  
Thomas J. Coleman, III, Esquire  
General Counsel

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I, Richard D. Eustace, Executive Director and Certifying Finance Officer of The Bordentown Sewerage Authority, do hereby certify, pursuant to the rules of the Department of Community Affairs, Division of Local Government Services (N.J.A.C. 5:34-5.1 et seq.), that there are available adequate funds for the following proposed contract:

CONTRACT: Fairbanks Morse 3" D5433MTK Explosion Proof  
Submersible Solids Handling Pump for the Authority's  
Crystal Lake Pump Station

CONTRACTOR: J.T. Seeley & Co., Inc.

CONTRACT AMOUNT: \$15,869.00

BUDGETARY LINE ITEM: 02-004-7642

I certify that the same funds have not been certified as available for more than one pending contract.

02/18/2019

Date



Richard D. Eustace  
Certifying Finance Officer

**THE BORDENTOWN SEWERAGE AUTHORITY  
QUOTATION RECORD FORM**

**PROJECT:** Crystal Lake Pump Station

**ITEM OR SERVICE:** Fairbanks Morse 3" D5433MTK Explosion Proof Submersible Solids Handling Pump, 14.6HP, 3/60/230, 50' power cable

If not awarded to lowest price, explanation: \_\_\_\_\_

1. Vendor: J.T. Seeley & Co., Inc. Price: \$15,869.00

Special Terms: \_\_\_\_\_

Solicited By: \_\_\_\_\_ Email \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_ In Person \_\_\_\_\_ Internet \_\_\_\_\_

2. Vendor: PCS Pump and Process, Inc. Price: \$17,896.00

Special Terms: \_\_\_\_\_

Solicited By: \_\_\_\_\_ Email \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_ In Person \_\_\_\_\_ Internet \_\_\_\_\_

3. Vendor: \_\_\_\_\_ Price: \_\_\_\_\_

Special Terms: \_\_\_\_\_

Solicited By: \_\_\_\_\_ Email \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_ In Person \_\_\_\_\_ Internet \_\_\_\_\_

4. Vendor: \_\_\_\_\_ Price: \_\_\_\_\_

Special Terms: \_\_\_\_\_

Solicited By: \_\_\_\_\_ Email \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_ In Person \_\_\_\_\_ Internet \_\_\_\_\_

**AWARDED TO:** J.T. Seeley & Co. Inc PRICE: \$15,869.00

TERMS: \_\_\_\_\_ SPECIAL COMMENTS: \_\_\_\_\_

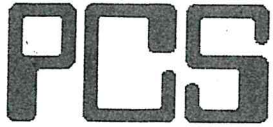
PURCHASE ORDER # \_\_\_\_\_

SOLICITATION PERFORMED BY: Thomas Redwood

Thomas Redwood DATE: 2/11/2019

(SIGNATURE)

\*\*Consider what budget line item to use



*Pump and Process, Inc.*

41 Plymouth St., Fairfield, NJ 07004

Phone/Fax: (973) 575-7464

Sales@PCSPump.com

NY ESD Certified MBE  
NY/NJ MSDC Certified MBE



February 8, 2019

**Quote # 2819**

Richard Eustace  
Bordentown Sewerage Authority

Subject: Replacement Fairbanks Pump  
Grande at Crystal Lake

PCS Pump and Process is pleased to offer the following Fairbanks Nijhuis proposal for your consideration:

**One (1) Fairbanks 3" 5433MTK**

- 14.6HP 3/60/230V Explosion Proof Submersible Motor
- Sc v Tc lower seal
- SS wear rings
- Dynamic Balanced Impeller
- 50 Feet of Power Cable
- Certified Performance Test
- Less Base Elbow
- Replacing Serial # 529828-0

Price for the above equipment.....\$ 17,896.00

**Exclusions:**

- Installation and related installation materials are excluded.
- Anchor Bolts are excluded.

**Notes:**

- Only the above items are included in the proposal.

**Delivery:**

- Delivery within 12 - 14 weeks after submittal approval and written release to manufacture.
- Submittals within 4 – 6 weeks after receipt and acceptance of order.

Let me know if you have any questions on the above proposal.

Regards,

Chris Kramer EXT. 111  
PCS Pump and Process  
Cell: (201) 574-5833  
Email: [CKramer@PCSPump.com](mailto:CKramer@PCSPump.com)

**J. T. Seeley & Co., Inc.**

Pumping, Control and Process Equipment for the Water and Wastewater Industry

February 7, 2019

Mr. Richard Eustace  
Bordentown Sewerage Authority  
reustace@bordentownsa.org

**Re: Fairbanks Replacement Pump  
The Grande at Crystal Lake  
Inquiry No. FM 11722-04**

Dear Rick:

We propose to furnish the following equipment in accordance with the terms and conditions set forth herein:

One (1) Fairbanks Morse 3" Figure D5433MTK Explosion Proof Submersible Solids Handling Pump, 14.6 HP, 3/60/230, silicon carbide on tungsten carbide lower mechanical seal, stainless steel wear rings, dynamically balanced impeller, 50 feet of power and sensor cable, certified performance test, less base elbow to replace S/N 529828-0 or -1

Clarifications: We exclude installation, wet well structure, discharge piping and valves, conduit, guide rails, tools, vent, cable support, conduit, anchor bolts, panel supports, controls, technical assistance, start-up and operator training.

**Lump Sum Price for Pump for orders entered by 02/14/2019 \$15,448.00**

**Lump Sum Price for Pump for orders entered after 02/14/2019 \$15,869.00**

The above prices are f.o.b. factory with freight allowed to the jobsite exclusive of any sales and/or use taxes. Prices are firm for shipments through August 7, 2019 based on acceptance of this proposal within 30 days.

The price is based on J. T. Seeley & Co.'s standard terms and conditions. No monies have been included for acceptance of additional or different terms and conditions.

Subject to credit approval, payment terms are net 30 days from the date of invoice. Late payments will be charged 1-1/2% per month interest.

Very truly yours,

J. T. Seeley & Co., Inc.



G. Robert Van Schooneveld

**J. T. Seeley & Co., Inc.'s Standard Terms and Conditions**

**Controlling Provisions:** These terms and conditions shall supersede any provisions, terms, and conditions contained on any purchase order or other written form Buyer may use or provide (whether received by Seller prior or subsequent to the date hereof), and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

**Quotations and Acceptance:** Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgement and approval of the quotation as written and an acceptance of the Terms and Conditions hereof. Written quotations shall expire on the date specified in the quotation or, in the absence of such specification, thirty calendar days from the date issued. Seller may, by written notice, terminate a quotation at any time prior to acceptance. Any purchase order received after expiration of a quotation, which Seller honors, shall be subject to all of the Terms and Conditions hereof.

**Intellectual Property:** All software to be developed, devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller shall remain the sole intellectual property of Seller. Following acceptance and final payment, Seller shall grant to the Buyer a non-transferable, non-exclusive license to use such material for the Buyer's internal purposes only.

**Force Majeure:** Seller shall not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery of shipment of goods, or for any damage suffered by the buyer due to such delay or failure, when the delay or failure is, directly or indirectly, caused by or arises from delays of suppliers or carriers or any other cause beyond Seller's control.

**Prices and Taxes:** All project prices are "F.O.B. Shipping Point, Freight Allowed to Jobsite" unless expressly stated otherwise. In other words, Seller shall pay for the freight to Buyer's project site; however Buyer shall bear all risk of loss while items are in transit. Non-project or replacement parts are shipped pre-paid and added to any service related invoices. Prices do not include sales, excise, municipal, state, or any other governmental taxes. Buyer shall be responsible for all taxes.

**Credit Approval:** The credit terms specified on the face hereof are subject to Seller's continuing approval of Buyer's credit. Seller may withdraw the extension of credit and require modified payment terms if, in Seller's sole judgment, Buyer's credit or financial standing is impaired to the point where Seller in good faith deems itself insecure.

**Title, Risk of Loss, Inspection of Equipment:** Title and risk of loss to the equipment shall pass to Buyer upon delivery of the equipment to the carrier. Buyer shall immediately inspect equipment upon receipt and any damage must be noted on the carrier's bill of lading at time of receipt. Seller is not liable for any shortages or nonconformance unless notified by Buyer within three (3) business days of Buyer's receipt of the equipment.

**Changes, Cancellations, Returns:** All changes, cancellations, or returns must have Seller's prior written approval and are conditional on compliance with manufacturer's cancellation/return policies and subject to restocking fees and service charges. Authorized returned equipment must be packaged and shipped prepaid to manufacturer.

**Payment:** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorney's fees) of collecting amounts due but unpaid.

**Indemnification and Default:** In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney fees, which Seller may incur in the collection of past due amounts from Buyer, including interest on overdue accounts. If Buyer is in default under this or any other agreement with Seller, Seller may defer performance hereunder until such default is cured. Seller shall have no obligation to provide factory startup assistance and or factory training until all invoices (including retainments) for equipment have been paid in full.

**Security Interest:** Seller shall retain a security interest in the equipment until the full purchase price has been paid. Buyer's failure to pay any amounts due shall give Seller the right to possession and removal of the equipment after providing ten (10) days written notice, Seller's taking of such possession shall be without prejudice to any other remedies Seller may have.

**Warranty and Liability:** Buyer shall have such warranty rights, and other such warranty rights, only as may be extended by the original manufacturer of the individual products. The terms and conditions of any such warranty rights are set forth in the Manufacturer's Operations/Maintenance Manual which accompanies each product. These Warranties do not cover anything considered an "Act of God". An "Act of God", is so extraordinary and devoid of human agency that reasonable care would not avoid the consequences. Damages caused by tornadoes, lightning and subsequent utility power supply power surges or variances, perils of the sea, extraordinary floods, fallen trees and severe ice storms are usually considered "Acts of God". Seller does not otherwise offer any guaranty or warranty for the products or assemblies.

Seller disclaims any and all warranties, express or implied, including the warranties of merchantability and fitness, except as may be set forth in the terms and conditions of sale in this Agreement or in any express written warranty which Seller may have otherwise extended to Buyer. To the extent a limited warranty is extended from Seller it shall begin to run from the date of substantial use of the equipment or substantial completion of the project, whichever occurs sooner in time. All warranties shall be immediately voided if anyone other than a Seller's employee or authorized representative makes any changes, additions, deletions, or adjustments to the products, software and computers provided by Seller.

Seller shall not be liable for any damages, charges for labor, or expense in making repairs or adjustment to the product without prior written approval of Seller. Seller shall not be liable for any damages or charges sustained in the adaptation or use of the engineering data or service by Buyer or any third party. Seller shall not be liable for start-up or any other field work performed by personnel other than authorized representatives of Seller unless expressly approved in writing in advance by Seller. Seller shall in no event be liable for any consequential, incidental or liquidated damages or penalties. Seller's liability under this Agreement shall in no event exceed the lesser of (i) the cost of remedying any defect or deficiency in the performance of Seller hereunder, or (ii) the purchase price of the product in respect of which the claim is made.

**Applicable Law and Forum:** All disputes between Buyer and Seller shall be venued in Chester County District Court in the Commonwealth of Pennsylvania. Buyer agrees to submit to such jurisdiction and agrees that the dispute shall be governed by Pennsylvania Law.

**xylem**

Let's Solve Water

godwin 

84 Floodgate Road, Dock  
Bridgeport, NJ 08014 Te  
856-467-3636 Fax: 856-  
467-484  
[www.godwinpumps.com](http://www.godwinpumps.com)

August 17, 2018

Mr. Thomas Redwood  
Bordentown Sewerage Authority  
PO Box 396  
Bordentown, NJ 08505-0396

Phone: 609-291-9105  
Fax: 609-291-9079  
Email: [tredwood@bordentownsa.org](mailto:tredwood@bordentownsa.org)

**RE: Bordentown Crystal Lake PS  
Rental Quotation 101103150**

Dear Mr. Redwood:

Thank you for contacting Xylem to provide an emergency backup pump proposal for Bordentown Sewerage Authority's Crystal Lake Pump Station located at 20 Tantum Ct., Bordentown NJ.

The station is currently operating on one pump. The duty point of the station is 180 gpm at 106 feetTDH. A four inch 150 FL connection to the force main is available.

Feel free to call or email with any questions 609-352-0067.

Sincerely,



Wayne Martin  
Outside Sales Representative

WM / js

Home Office:

**RENTAL QUOTATION**

ITEM	QTY	DESCRIPTION
A	1	Dri-Prime HL80M Diesel Pump <ul style="list-style-type: none"> <li>• <b>Stand-By Unit</b></li> <li>• 4" x 3" 150# FL suction and discharge</li> <li>• John Deere 4039D Diesel Engine</li> <li>• GP60 highway trailer, 60 gal fuel tank</li> <li>• RGT w PG, 4 FQD S, 3" 150 FL D, 1450 RPM max, prog floats, 3 min cooldown, 15s warmup</li> </ul>
B	1	Godwin PrimeGuard Float Set <ul style="list-style-type: none"> <li>• w/ 65' NM Mechanical Floats</li> </ul>
C	1	4" x 10' Black Water Suction Hose with Godwin QD Fittings
D	1	4" x 20' Black Water Suction Hose with Godwin QD Fittings
E	1	3" x 20' Cargo Hose with 150# Flange Fittings
F	2	3" x 10' Cargo Hose with 150# Flange Fittings
G	1	3" Check Valve with 150# Flange
H	1	3" 150# Flanged Tee <ul style="list-style-type: none"> <li>• 3" FL x 3" FL x 2" ball valve w 2" FCG</li> </ul>
I	1	2" Combination Air Valve ARI D-025-2 <ul style="list-style-type: none"> <li>• 2" MCG</li> </ul>
J	1	4" 150# Flange x 3" 150# Flange Concentric Adapter
K	1	3" 90 Degree Bend with 150# Flange
L	1	3" 45 Degree Bend with 150# Flange





**RENTAL QUOTATION**

ITEM	QTY	DESCRIPTION
M	1	4" FCG x 3" Flange Adapter
N	1	4" MQD x 4" 150 FL w long studs as strainer

<b>ESTIMATED WEEKLY RENTAL TOTAL</b>	<b>\$ 1,346.52</b>
<b>ESTIMATED DELIVERY CHARGE</b>	<b>\$ 140.00</b>
<b>ESTIMATED PICKUP CHARGE</b>	<b>\$ 140.00</b>
<b>REQUIRED EXTRAS</b>	<b>\$ 0.00</b>

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All

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## TERMS AND DEFINITIONS

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Rental Day: One Calendar day; for diesel units, not exceeding eight (8) hours running.

Rental Week: Seven (7) calendar days; for diesel units, not exceeding 48 hours running in aggregate during a Rental Week.

Rental Month: Twenty-eight (28) calendar days; for diesel units, not exceeding 192 hours running.

Standby Rate: The Standby Rate is 75% of the scheduled rate. Standby is for a "second" or additional back-up pump to be run in the event the primary pump cannot. If the standby pump operates for any reason other than failure of a primary pump, the standard rate will apply.

Overtime Running: For diesel units, all scheduled rates are based on an 8 hour per day shift. If diesel equipment is used for a double shift, the 8-hour rate will be multiplied by 1 1/2 times the schedule rate. If used for a triple shift, the rate will be multiplied by 2 times the scheduled rate.

Billing Cycles	3 -7Days	=	1 Week
Based on Open	8 Days	=	1 Week and 1 Day
Terms Approval	9 Days	=	1 Week and 2 Days
	10 - 14 Days	=	2 Weeks
	15 Days	=	2 Weeks and 1 Day
	16 Days	=	2 Weeks and 2 Days
	17 - 28 Days	=	1 Month

Billing Cycle - COD Customers	3 -7Days	=	1 Week
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Off Rent: It is the responsibility of the Customer to call into the Owner's local branch office and obtain an Off Rent Call Confirmation Number. This call serves as notification that equipment is disassembled, properly decontaminated, and stockpiled in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if equipment is not cleaned and staged for removal.

**IMPORTANT: Obtaining an Off Rent Call Confirmation Number does not release Customer from its obligations to safeguard and secure equipment, including maintaining required insurance coverages, while equipment remains under Customer's care, custody or control pending return of all rented equipment to Owner. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure equipment while awaiting pick up.**

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## TERMS AND CONDITIONS

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1. **This quotation is valid for 30 days, however, prices may change without written notification. Quotations for sales of HDPE pipe are valid for seven (7) days.**
2. **This quotation is our estimate of equipment and material required. Actual installation may vary in cost due to site requirements. Additional equipment or time to set-up will be charged at the above itemized rates or based upon our published rental rate schedule.**
3. **Payment terms: Net 30 based on credit approval.**
4. **Taxes are not included in any rental, sale or labor quotes. Customer is responsible for paying applicable taxes on the equipment and services, including sales and use tax. Customer will only be considered exempt when a valid Sales Tax Exemption Certificate is received when ordering any rental equipment, pumping services and/or sale goods.**
5. **Delivery and Pick-Up available at Customer's request via Lessor's/Supplier's truck for an additional charge.**
6. **Customer shall be responsible for providing adequate labor and material handling equipment onsite to unload/load and setup/breakdown equipment, including chains or cables of sufficient capacity along with cribbing material to support pumps, piping and accessories.**
7. **Customer responsible for daily monitoring of all equipment on site, including but not limited to cleaning of suction screen(s) as necessary. Diesel driven pumps require routine service including changing oil, oil filter, fuel filter, and performing general maintenance every 250 hours of running time, and also replacing the air filter every 500 hours of running time. As requested, Lessor/Supplier will service the equipment for an additional charge.**
8. **Customer shall be responsible for any required secondary containment around and under each pump to contain possible spills during operation or refueling of the equipment.**
9. **Cust**  
**omer**

shall be responsible for compliance with permitting, licensing or other regulatory requirements associated with setup, installation, or operation of the equipment.