

RESOLUTION 2021-96

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT
WITH AN ESTIMATED COST BETWEEN \$6,600.00 AND \$44,000.00
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 \$6,600.00 and \$44,000.00, 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>
Iron Horse Environmental	\$42,000.00
Netzch Pump North America LLC	\$46,126.00
Eastern Environmental	\$43,270.00

for the following goods or services:

One Netzch Progressive Cavity Pump (model NE90A), no motor to replace Primary Sludge Pump. One Netzch Progressive Cavity Pump (model NE70A), no motor to replace Belt Filter Press Feed Pump.

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 15th day of November, 2021, that contracts, be and the same are hereby awarded to:

Iron Horse Environmental

in the amount of \$42,000.00 for the goods or services described above.

THE BORDENTOWN SEWERAGE AUTHORITY

Attest:

By: M. Ellen Gulbinsky
M. Ellen Gulbinsky, Chairwoman

Joseph R. Malone, III
Joseph R. Malone, III, Secretary

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

Anthony T. Drollas, Jr.
Anthony T. Drollas, Jr., Esquire
General Counsel

**THE BORDENTOWN SEWERAGE AUTHORITY
QUOTATION RECORD FORM**

PROJECT: Replacement Progressive Cavity Pumps

ITEM OR SERVICE: One Netzch NE90A, Bare – no motor to replace Primary Sludge Pump,
One Netzch NE70A, Bare – No Motor to replace Belt Filter Press Feed Pump

If not awarded to lowest price, explanation: _____

1. Vendor: Iron Horse Environmental Price: \$42,000.00

Special Terms: 8 – 10 week delivery, ARO

Solicited By: Email Fax Phone In Person Internet

2. Vendor: Netzch Pumps North America LLC Price: \$46,126.00

Special Terms: _____

Solicited By: Email Fax Phone In Person Internet

3. Vendor: Eastern Environmental Price: \$43,270.00

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: Iron Horse Environmental PRICE: \$42,000.00

TERMS: _____ SPECIAL COMMENTS: _____

PURCHASE ORDER # _____

SOLICITATION PERFORMED BY: Thomas Redwood

(SIGNATURE)

DATE: 11/12/2021



IRON HORSE ENVIRONMENTAL

Quote

Iron Horse Environmental
 P.O. Box 282
 Fairview Village, PA 19409
 (610) 222-2525
 info@ihe-llc.com

Date: 11/10/21
 Quote #: PC-1080

To: Tom Redwood
 Bordentown Sewerage Authority
 954 Farnsworth Ave, P.O. Box396
 Bordentown, NJ 08505
 609-291-9105
[iredwood@bordentownsa.org](mailto:redwood@bordentownsa.org)

Shipping terms: Included
 Shipping Method: Ground
 Delivery Estimate: 8-10 weeks ARO
 Payment Terms: Net-30

Re: Netzsch Sludge Pump

QUOTATION

Qty	Description	Unit Price	Line Total
1	NETZSCH NEMO Progressive Cavity Pump model NE90A bare shaft (no drive and no baseplate) as per the technical. Duplicate bare shaft pump of 0301169388	\$25,960.00	\$25,960.00
1	NETZSCH NEMO Progressive Cavity Pump model NE70A bare shaft (no drive and no baseplate) as per the technical. Duplicate bare shaft pump of 0301169287	\$15,720.00	\$15,720.00
	Freight		\$320.00

Subtotal	\$42,000.00
Sales Tax	\$0.00
Total	\$42,000.00

Notes:

- Offer valid for written acceptance within 60 days
- Installation is not included.
- All required permitting is by others.
- Estimated delivery time is after approval of submittals if required.
- Warranty: 12 month manufacturer's warranty
- Tax: Sales tax is not included



EASTERN ENVIRONMENTAL CONTRACTORS, INC.
MECHANICAL & ELECTRICAL

November 11, 2021

Bordentown Sewerage Authority
954 Farnsworth Ave., P.O. Box 396
Bordentown, NJ 08505

Attn: Charles Bluhm, Jr.
Operations Supervisor

Re: Quotation for Netzsch NE70A Progressive Cavity Pump
Quotation Number: 2002170A

Mr. Bluhm,

We are pleased to submit the following quotation for the supply of one (1) Netzsch NE70A Progressive Cavity Pump.

Quantity	Description	Unit Price	Total Line Item
1	NETZSCH NEMO Progressive Cavity Pump model NE70A bare shaft (no drive and no baseplate) as per the technical. Duplicate bare shaft pump of 0301169287	\$16,080.00	\$16,080.00
1	Freight	\$300.00	\$300.00
		Subtotal	\$16,380.00
		Sales Tax	\$0.00
		Total	\$16,380.00

Items included in quotation are as follows:

1. Warranty – 12-month manufacturer's warranty
2. Shipping to site. Shipping method - Ground

Items not included in our pricing are as follows:

1. Installation
2. Receiving and offloading of equipment
3. Sales tax.
4. Engineering.

P. O. Box 278
6304 5th Street
Green Lane, PA 18054

(215) 234-8990
FAX: (215) 234-8998



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General Notes:

1. All required permitting is by others
2. Estimated delivery 8 to 10 weeks ARO
3. Payment terms are net thirty (30) days from the date of the invoice with no retainage withheld.
4. Our standard terms and conditions apply.
5. Pricing to remain valid for thirty (30) days from the date of this quotation.

If you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

Douglas N. Muller

Acceptance:

Date:

Purchase Order Number (If Required)

DNM/nm

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EASTERN ENVIRONMENTAL CONTRACTORS, INC.

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Standard Terms and Conditions of Sale

- 1. Applicable Terms.** Seller is defined as Eastern Environmental Contractors, Inc. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Work or Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
- 2. 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 from the date of the invoice with no retainage withheld. Buyer shall be charged 1 1/2% 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 attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval. All orders on terms of Cash in Advance require a 25% payment be made in US Dollars upon placement of the order and the balance shall be paid prior to shipment. Exceptions to the payment terms included herein shall be subject to the prior consideration and written approval of Seller. Invoicing will be on a monthly basis or upon completion of the work. Payments will be made for any and all material and or equipment which is stored and not yet incorporated in the work to be performed including any offsite storage as required by the Seller.
- 3. Taxes.** Except for the amount, if any, of tax stated in Seller's proposal, the prices set forth in Seller's proposal are exclusive of any amount for federal, state, local, excise, sales, use, property, retailers' occupation, in-country, import, VAT or similar taxes or duties. Such prices are also exclusive of all government permit fees, license fees, customs fees and similar fees levied upon delivery of the Seller's products and services. The Buyer shall be liable for all such taxes, duties and fees, regardless of whether or not the same are separately stated by Seller, and the Buyer shall pay the amount thereof to Seller or, in lieu thereof, the Buyer shall provide the Seller with a properly executed tax exemption certificate acceptable to the taxing authorities prior to delivery of Seller's product. If Seller is required to pay or bear the burden of any excluded tax then the Buyer shall reimburse Seller the full amount of any such tax payment no later than ten (10) days after receipt of an invoice.
- 4. Security Interest.** Buyer hereby grants Seller a security interest in the equipment being purchased, which security interest shall continue only so long as all or any portion of the purchase price shall remain unpaid. The security interest secures all other agreements of Buyer under this contract. Upon payment of the purchase price and completion of all other obligations of Buyer the security agreement shall expire without further action of Buyer or Seller.
- 5. Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B Seller's facility.
- 6. Ownership of Materials.** All devices, designs (including drawings, plans & specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Until payment is made in full, the Seller will retain full ownership of the materials, equipment, devices, designs, estimates, notes, electronic data and any other information as it relates to the work. Additionally, until payment is made in full, the Buyer grants the Seller the right to access and enter the Buyer's property to remove the Seller's property and work by any means necessary as determined by the Seller.
- 7. Warranty.** Subject to the following sentence, Seller warrants to the Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 12 months from delivery or 1 year from acceptance or operation, whichever occurs first (the "Warranty Period"). Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's or Manufacturer's instructions, (b) not making any unauthorized repairs or alterations, (c) all proper preventative maintenance performed and (d) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). Seller's warranty only covers the replacement or cost of the damaged equipment, any labor or rental costs associated with the cost of the replacement will be paid by the Buyer. THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR PURPOSE.
- 8. Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
- 9. Termination, Changes & Delays.** Seller shall have no liability for any delay or failure to perform due to any cause beyond its control including but not limited to cause by extreme weather or other acts of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control. The delivery schedule shall be considered extended by a period of time reasonably necessary to perform after such event(s). Notwithstanding the preceding sentence, in the event the Seller is unable

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to wholly or partially perform due to any cause beyond its control, Seller may terminate any contract without liability to Buyer. Buyer may terminate, change or delay orders only with the specific written approval of Seller and Buyer shall be subject to termination, change or delay charges which shall include compensation for specific expenses and costs related to commitments already made in connection with the order and reasonable allowance for the cost of overhead, general and administrative expenses and profit in accordance with Seller, standard accounting practices. A minimum of a 30% cancellation fee will be applicable to any order cancelled after fifteen (15) days from acceptance of the proposal. Change orders may also necessitate a change in the delivery schedule. In the event the Buyer causes a delay in contract completion or delivery, Seller shall have the right to submit invoices at sales value for progress to date, and Buyer shall pay the invoiced amount and all necessary storage charges and other costs incurred due to such delay. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNATIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY UNDER THE WARRANTY AND UNDER THE AGREEMENT TO PURCHASE EQUIPMENT, ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED TEN (10%) OF THE PURCHASE PRICE PAID FOR THE EQUIPMENT OR SERVICES PERFORMED. SELLER SHALL IN NO EVENT BE LIABLE FOR LOST PROFIT, DOWNTIME, OPERATING OR MAINTENANCE COSTS. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Permits and Inspections. No local, state or federal permits, inspections, licenses, testing or specialty fees are included unless indicated in the scope of work. If permits, testing and or inspections are required in order for the Seller to perform their work, the Buyer will obtain and pay for these permits, inspections and testing services prior to the Seller arriving on site to perform their duties. Copies of all permits, inspection and testing reports will be made available from the Buyer to the Seller at no additional cost to the Seller. If the work was performed by the Seller and the Buyer was responsible for obtaining any and all required permits, licenses, inspections and testing required for the work performed by the Seller, the Buyer will hold harmless and indemnify the Seller from any and all consequential, incidental, special, punitive or other direct damages in perpetuity.
12. Miscellaneous.
 - These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. If a purchase order has been issued by the Buyer, the proposal has been executed by the Buyer, a verbal approval has been given by the Buyer to the seller to complete the work, a time and material job invoice has been executed by the Buyer, partial and or full payment has been received by the Seller or if the work has been completed by the Seller, these actions will constitute that the Buyer acknowledges and accepts all the terms and condition of this proposal and or work that was executed.
 - No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. Seller reserves the right to withdraw the proposal at any time.
 - No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect.
 - Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent.

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November 11, 2021

Bordentown Sewerage Authority
954 Farnsworth Ave., P.O. Box 396
Bordentown, NJ 08505

Attn: Charles Bluhm, Jr.
Operations Supervisor

Re: Quotation for Netzsch NE90A Progressive Cavity Pump
Quotation Number: 2002190A

Mr. Bluhm,

We are pleased to submit the following quotation for the supply of one (1) Netzsch NE90A Progressive Cavity Pump.

Quantity	Description	Unit Price	Total Line Item
1	NETZSCH NEMO Progressive Cavity Pump model NE90A bare shaft (no drive and no baseplate) as per the technical. Duplicate bare shaft pump of 0301169388	\$26,590.00	\$26,590.00
1	Freight	\$300.00	\$300.00
		Subtotal	\$26,890.00
		Sales Tax	\$0.00
		Total	\$26,890.00

Items included in quotation are as follows:

1. Warranty – 12-month manufacturer's warranty
2. Shipping to site. Shipping method - Ground

Items not included in our pricing are as follows:

1. Installation
2. Receiving and offloading of equipment
3. Sales tax.
4. Engineering.

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General Notes:

1. All required permitting is by others
2. Estimated delivery 8 to 10 weeks ARO
3. Payment terms are net thirty (30) days from the date of the invoice with no retainage withheld.
4. Our standard terms and conditions apply.
5. Pricing to remain valid for thirty (30) days from the date of this quotation.

If you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

Douglas N. Muller

Acceptance:

Date:

Purchase Order Number (If Required)

DNM/nm

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Standard Terms and Conditions of Sale

- 1. Applicable Terms.** Seller is defined as Eastern Environmental Contractors, Inc. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Work or Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
- 2. 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 from the date of the invoice with no retainage withheld. Buyer shall be charged 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 attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval. All orders on terms of Cash in Advance require a 25% payment be made in US Dollars upon placement of the order and the balance shall be paid prior to shipment. Exceptions to the payment terms included herein shall be subject to the prior consideration and written approval of Seller. Invoicing will be on a monthly basis or upon completion of the work. Payments will be made for any and all material and or equipment which is stored and not yet incorporated in the work to be performed including any offsite storage as required by the Seller.
- 3. Taxes.** Except for the amount, if any, of tax stated in Seller's proposal, the prices set forth in Seller's proposal are exclusive of any amount for federal, state, local, excise, sales, use, property, retailers' occupation, in-country, import, VAT or similar taxes or duties. Such prices are also exclusive of all government permit fees, license fees, customs fees and similar fees levied upon delivery of the Seller's products and services. The Buyer shall be liable for all such taxes, duties and fees, regardless of whether or not the same are separately stated by Seller, and the Buyer shall pay the amount thereof to Seller or, in lieu thereof, the Buyer shall provide the Seller with a properly executed tax exemption certificate acceptable to the taxing authorities prior to delivery of Seller's product. If Seller is required to pay or bear the burden of any excluded tax then the Buyer shall reimburse Seller the full amount of any such tax payment no later than ten (10) days after receipt of an invoice.
- 4. Security Interest.** Buyer hereby grants Seller a security interest in the equipment being purchased, which security interest shall continue only so long as all or any portion of the purchase price shall remain unpaid. The security interest secures all other agreements of Buyer under this contract. Upon payment of the purchase price and completion of all other obligations of Buyer the security agreement shall expire without further action of Buyer or Seller.
- 5. Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B Seller's facility.
- 6. Ownership of Materials.** All devices, designs (including drawings, plans & specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Until payment is made in full, the Seller will retain full ownership of the materials, equipment, devices, designs, estimates, notes, electronic data and any other information as it relates to the work. Additionally, until payment is made in full, the Buyer grants the Seller the right to access and enter the Buyer's property to remove the Seller's property and work by any means necessary as determined by the Seller.
- 7. Warranty.** Subject to the following sentence, Seller warrants to the Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 12 months from delivery or 1 year from acceptance or operation, whichever occurs first (the "Warranty Period"). Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's or Manufacturer's instructions, (b) not making any unauthorized repairs or alterations, (c) all proper preventative maintenance performed and (d) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). Seller's warranty only covers the replacement or cost of the damaged equipment, any labor or rental costs associated with the cost of the replacement will be paid by the Buyer. THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR PURPOSE.
- 8. Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
- 9. Termination, Changes & Delays.** Seller shall have no liability for any delay or failure to perform due to any cause beyond its control including but not limited to cause by extreme weather or other acts of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control. The delivery schedule shall be considered extended by a period of time reasonably necessary to perform after such event(s). Notwithstanding the preceding sentence, in the event the Seller is unable

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to wholly or partially perform due to any cause beyond its control, Seller may terminate any contract without liability to Buyer. Buyer may terminate, change or delay orders only with the specific written approval of Seller and Buyer shall be subject to termination, change or delay charges which shall include compensation for specific expenses and costs related to commitments already made in connection with the order and reasonable allowance for the cost of overhead, general and administrative expenses and profit in accordance with Seller, standard accounting practices. A minimum of a 30% cancellation fee will be applicable to any order cancelled after fifteen (15) days from acceptance of the proposal. Change orders may also necessitate a change in the delivery schedule. In the event the Buyer causes a delay in contract completion or delivery, Seller shall have the right to submit invoices at sales value for progress to date, and Buyer shall pay the invoiced amount and all necessary storage charges and other costs incurred due to such delay. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNATIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY UNDER THE WARRANTY AND UNDER THE AGREEMENT TO PURCHASE EQUIPMENT, ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED TEN (10%) OF THE PURCHASE PRICE PAID FOR THE EQUIPMENT OR SERVICES PERFORMED. SELLER SHALL IN NO EVENT BE LIABLE FOR LOST PROFIT, DOWNTIME, OPERATING OR MAINTENANCE COSTS. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Permits and Inspections. No local, state or federal permits, inspections, licenses, testing or specialty fees are included unless indicated in the scope of work. If permits, testing and or inspections are required in order for the Seller to perform their work, the Buyer will obtain and pay for these permits, inspections and testing services prior to the Seller arriving on site to perform their duties. Copies of all permits, inspection and testing reports will be made available from the Buyer to the Seller at no additional cost to the Seller. If the work was performed by the Seller and the Buyer was responsible for obtaining any and all required permits, licenses, inspections and testing required for the work performed by the Seller, the Buyer will hold harmless and indemnify the Seller from any and all consequential, incidental, special, punitive or other direct damages in perpetuity.
12. Miscellaneous.
 - These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. If a purchase order has been issued by the Buyer, the proposal has been executed by the Buyer, a verbal approval has been given by the Buyer to the seller to complete the work, a time and material job invoice has been executed by the Buyer, partial and or full payment has been received by the Seller or if the work has been completed by the Seller, these actions will constitute that the Buyer acknowledges and accepts all the terms and condition of this proposal and or work that was executed.
 - No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. Seller reserves the right to withdraw the proposal at any time.
 - No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect.
 - Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent.

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To:	Bordentown WWTP Bordentown, NJ	Offer	B000378522 Rev 6
		Date	11/10/2021
Attn:	Tom Redwood	Your contacts:	
		Internal sales	Ethan Elms
Subject:	Replacement pump 0301169388, NE90A 0301169288, NE70A	Phone:	(346) 201-1415
		Fax:	(610) 363-0971
		Email:	Ethan.Elms@NETZSCH.com
		External sales	Brian Polkowski
		Phone:	(610) 316-4052
		Email:	brian.polkowski@netzsch.com

Pump Quotation - Commercial

Thank you for your inquiry, we are pleased to offer suitable pumps with our payment and delivery terms:

Pos.	Description	Quantity	Unit price	Total price (net in USD)
0010	NETZSCH NEMO Progressive Cavity Pump model NE90A bare shaft (no drive and no baseplate) as per the technical. Duplicate bare shaft pump of 0301169388	1	\$28,528	\$28,528
0020	NETZSCH NEMO Progressive Cavity Pump model NE70A bare shaft (no drive and no baseplate) as per the technical. Duplicate bare shaft pump of 0301169288	1	\$17,275	\$17,275
0030	**Shipping and Insurance to New Jersey.			\$323

Delivery Time:	6 - 8 Weeks	Payment Terms:	50% down and 50% net 30 days after shipment; however payment terms can be negotiated at the time of order	Total Offer:	\$46,126
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1. When corresponding, please refer to the offer number.
2. For details see Delivery on Page 2 for details

NETZSCH Pumps North America, LLC.

NETZSCH

Offer	B000378522 Rev 6
Date	11/10/2021

Delivery shipping and payment conditions:

Delivery time:

The listed lead time is based on the specific design requirements, current inventory, or standard manufacturing lead times. All pumps are subject to prior sale. Please consult factory at the time of order to obtain a lead time.

Shipping:

Total Gross Weight (lbs) for all pumps offered: 875 lbs

Shipping Terms: EXW Exton, PA

Est. transit time: 1 working day

***Note: If customer schedules and arranges his own Shipping, shipping details to be provided at time of order.*

Offer validity: December 10, 2021

Payment conditions: 50% down and 50% net 30 days after shipment; however payment terms can be negotiated at the time of order

Warranty and Terms of Sale:

For a period of 12 months from the date of shipment, or transfer of ownership, NETZSCH Pumps North America, LLC provides a warranty against defective materials or improper workmanship. This quotation is limited to NETZSCH Pumps North America, LLC terms and condition of sale. No other terms and conditions will be accepted.

Materials of construction are only recommended based on the information provided. Customer is responsible for materials compatibility with the process fluid and application.

For information concerning our Terms and Conditions of Sale, and complete warranty information for NETZSCH Equipment and Accessory Items (Motors, Reducers, etc.) please review our current Terms and Conditions of Sale by clicking this link.

[T&Cs](#)

We trust our offer is of interest and look forward to discussing this with you in the near future.

Yours sincerely,

Ethan Elms

Sales Application Engineer

NETZSCH Pumps North America, LLC

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E-Mail: Ethan.Elms@NETZSCH.com

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NETZSCH Pumps North America, LLC.
119 Pickering Way
Exton, PA 19341

Trademarks by NETZSCH Pumps North America, LLC:
M.Champ, TORNADO, TORNADO (Picture), N-IPO S, abP-Module,
pmT Pilot, NEMO, iFD Stator, NEMOLAST, T AGRI, T ENVI, T PROC, T.RURA, T.SANO
C.Pro, NE, NEMO CERATEC, M-Ovas, Blue-grey design, uNS-Seal.

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