

**CITY OF SALEM**  
**COMMON COUNCIL SPECIAL MEETING MINUTES**  
**APRIL 25, 2023**  
**6:00 PM**

**OPENING 6:00 PM** – Council President Gage

**PLEDGE OF ALLEGIANCE** – Council President Gage

**INVOCATION** – Council President Gage

**STATEMENT OF ADVERTISEMENT-** Read by the Clerk.

Notice of this meeting has been provided to the South Jersey Times and the Elmer Times and is posted on the City Hall Bulletin Board stating the time and the place of the meeting.

**ROLL CALL:**

Present: Cline, Davis, Gregory, Groce, Slaughter, Smith, Gage

Absent: Kellum

**APPROVAL OF BILLS:**

Motion: Groce            Second Davis            All present voted in favor in a Voice Vote.

**INTRODUCTION OF RESOLUTIONS FOR CONSIDERATION:**

RES. 2023-154            RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT  
BETWEEN THE CITY OF SALEM AND THE CUMBERLAND COUNTY  
IMPROVEMENT AUTHORITY FOR SERVICES RELATED TO  
REDEVELOPMENT PROJECTS

Motion: Groce            Second Davis            All present voted in favor in a Voice Vote.

RES. 2023-155            RATIFYING THE EMERGENCY REPAIR/REPLACEMENT OF THE  
WASTEWATER TREATMENT PLANT CLARIFIER “B”

Motion: Groce            Second Davis            All present voted in favor in a Voice Vote.

RES. 2023-156            A RESOLUTION AWARDDING CONTRACT FOR ATHLETIC BLEACHER  
IMPROVEMENTS IN THE CITY OF SALEM

Motion: Groce            Second Davis            All present voted in favor in a Voice Vote.

**OLD BUSINESS:**

None

**NEW BUSINESS:**

None

**PUBLIC PORTION:**

Motion to open the public portion of the meeting.

Motion: Groce            Second Davis            All present voted in favor in a Voice Vote.

The public is instructed that this portion of the meeting is provided for comments and questions on any matter. Please state your name and address, street name only for the record.

No comments or questions from the public.

Motion to close the public portion of the meeting.

Motion: Groce          Second Davis          All present voted in favor in a Voice Vote.

**ADJOURNMENT:**

Motion to adjourn the meeting.

Motion: Groce          Second Davis          All present voted in favor in a Voice Vote.

Minutes respectfully submitted by:

  
Ben Angeli, RMC

**CITY OF SALEM**

**RESOLUTION 2023 -154**

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT  
BETWEEN THE CITY OF SALEM AND THE CUMBERLAND COUNTY  
IMPROVEMENT AUTHORITY FOR SERVICES RELATED TO  
REDEVELOPMENT PROJECTS**

**WHEREAS**, Shared Services Agreements are authorized under and by virtue of the provisions of *N.J.S.A.* 40A:65-1, et seq.; and

**WHEREAS**, the City of Salem (the "Local Government Entity" or "LGE") and the Cumberland County Improvement Authority (the "Authority"), individually referred to as "Party" and collectively as the "Parties," seek to work together cooperatively for the mutual benefit of each other and the residents of the LGE to initiate and foster redevelopment projects, specifically the development of real property, including but not limited to the Downtown Redevelopment, the Linden Street Redeveloper and other special redevelopment projects, as specified by the LGE (collectively, the "Work"); and

**WHEREAS**, the Authority possesses the ability to provide redevelopment and project managements services to the LGE pertaining to the Work as more specifically described in the Shared Services Agreement (the "Agreement") and the LGE shall name the Authority the exclusive developer of same; and

**WHEREAS**, for purposes of expertise, efficiencies, and cost savings, the LGE and the Authority have negotiated the Agreement between the LGE and the Authority with respect to the Services within the Agreement; and

**WHEREAS**, the Governing Body of the LGE and the Commissioners of the Authority are desirous of entering into an Agreement to allow the entities to work cooperatively in the development of the Work through the Authority's Services (the "Scope of Services" and together with the Work, the "Project"); and

**WHEREAS**, the Authority is empowered by the New Jersey County Improvement Authorities Law, *N.J.S.A.* 40:37A-44 et seq. (the "Improvement Authorities Law"), to act as a vehicle for economic development as well as, to plan, initiate and carry out redevelopment and housing projects; and

**WHEREAS**, the Parties are desirous of entering into an agreement to allow the agencies to work cooperatively for the purpose of buying, leasing, and developing real estate for both public or private or a joint public and private venture; and

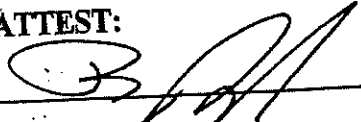
**WHEREAS**, in an effort to accomplish the foregoing, the LGE and Authority are desirous of entering into the Agreement in an effort to foster and promote the foregoing purpose.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Salem, County of Salem, State of New Jersey as follows:


1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The attached Shared Services Agreement with the Cumberland County Improvement Authority is approved for execution.

3. The Mayor and Clerk are authorized to execute the Shared Services Agreement and forward to the Cumberland County Improvement Authority.
4. Upon receipt of the fully executed agreement from the Cumberland County Improvement Authority, the Clerk of the City of Salem shall file the Shared Services Agreement with the Department of Community Affairs.

ATTEST:

  
 \_\_\_\_\_  
 Ben Angeli, RMC

CITY OF SALEM

  
 \_\_\_\_\_  
 Earl Gage, Council President

| COUNCIL      | MOVED | SECONDED | Y | N | ABSTAIN | ABSENT |
|--------------|-------|----------|---|---|---------|--------|
| S. Cline     |       |          |   |   |         |        |
| R. Davis     |       |          |   |   |         |        |
| T. Gregory   |       |          |   |   |         |        |
| V. Groce     |       |          |   |   |         |        |
| S. Kellum    |       |          |   |   |         |        |
| G. Slaughter |       |          |   |   |         |        |
| C. Smith     |       |          |   |   |         |        |
| E. Gage      |       |          |   |   |         |        |

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on April 25, 2023.

4-25-23  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Ben Angeli, RMC

**SHARED SERVICES AGREEMENT  
BETWEEN THE  
CUMBERLAND COUNTY IMPROVEMENT AUTHORITY  
AND  
SALEM CITY**

THIS AGREEMENT (this "Agreement") made effective as of the last date set next to a Party's name on the signature page hereof, by and between CITY OF SALEM, having its principal offices located at 17 New Market Street, Salem, New Jersey 08079, (the "Local Government Entity" or "LGE") and the CUMBERLAND COUNTY IMPROVEMENT AUTHORITY, having its principal offices located at 745 Lebanon Road, Millville, New Jersey 08332 (the "Authority"), individually referred to as a "Party" or collectively as the "Parties".

**WITNESSETH:**

WHEREAS, the Parties seek to work together cooperatively for the mutual benefit of each other and the residents of the LGE to initiate and foster redevelopment projects, specifically the development of real property, including but not limited to the Downtown Redevelopment, the Linden Street Redeveloper and other special redevelopment projects, as specified by the LGE (collectively, the "Work"); and

WHEREAS, the Authority possesses the ability to provide redevelopment and project managements services to the LGE pertaining to the Work as more specifically described herein (the "Services") and the LGE shall name the Authority the exclusive developer of same; and

WHEREAS, for purposes of expertise, efficiencies, and cost savings, the LGE and the Authority have negotiated this Agreement between the LGE and the Authority with respect to the Services; and

WHEREAS, the Governing Body of the LGE and the Commissioners of the Authority are desirous of entering into an Agreement to allow the entities to work cooperatively in the development of the Work through the Authority's Services (the "Scope of Services" and together with the Work, the "Project"); and

WHEREAS, the Authority is empowered by the New Jersey County Improvement Authorities Law, N.J.S.A. 40:37A-44 et seq. (the "Improvement Authorities Law") to act as a vehicle for economic development as well as, to plan, initiate and carry out redevelopment and housing projects; and

WHEREAS, the LGE and the Authority both have the legal authority under the Uniform Shared Service and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act") to enter into a shared service agreement with any other local unit to provide or receive any service that each local unit could perform on its own; and

**WHEREAS**, the Parties are desirous of entering into an agreement to allow the agencies to work cooperatively for the purpose of buying, leasing, and developing real estate for both public or private or a joint public and private venture; and

**WHEREAS**, in an effort to accomplish the foregoing the LGE and Authority are desirous of entering into a shared services agreement in an effort to foster and promote the foregoing purpose.

**NOW, THEREFORE**, in consideration of mutual promises, agreements and other considerations made by and between the Parties, the LGE and the Authority do hereby agree as follows:

## **AGREEMENT**

### **I. SCOPE OF SERVICES**

A. The Parties shall work cooperatively to identify real properties that may be of interest to the LGE for development or redevelopment for public or private purposes and shall exchange such information to identify those properties within the LGE that would best serve the needs of the LGE, Authority, the public interest, or potential private development.

B. The Authority shall be designated the exclusive redeveloper of the projects within the Work and will provide such services to the LGE with respect to those projects identified by the LGE, including, but not limited to Downtown Redevelopment, the Linden Street Redeveloper and other special redevelopment projects as requested by the LGE. The Authority will consult with the LGE to determine and approve all aspects of development and conceptual design as needed. The LGE will provide the Authority with a central point of contact at the LGE, which LGE point of contact will be responsible for coordinating the Services with the Authority as necessary.

C. The Authority shall assign qualified personnel for design assistance and project management. Personnel shall be assigned by the Authority in such a manner to ensure continuity of planning, execution, management and close out services for each project. At the start of the Project, the Authority shall submit to LGE the names, qualifications and experience of each individual assigned to that Project and subsequently in the event there is a valid need to replace the initially assigned individual.

D. The LGE agrees that it shall contribute any lands owned by it towards the projects that make up the Work. To the extent possible, the LGE shall be compensated for such properties at fair market value, subject to final development costs and available sources of funding.

E. The LGE shall not be responsible for the development costs associated with any of the projects the subject of this Agreement; provided that the LGE agrees to cooperate with the Authority to attempt to procure or obtain any grants, loans, or other funding from external sources as may be advisable or necessary in order to develop any properties under this Agreement.

F. It is agreed that the Authority shall use its financial capability, including its bonding authority to facilitate the acquisition, development, construction or lease of any property which may be acquired under this Agreement; including the payment of third party professional fees, and project related fees all of which shall be reimbursed by project proceeds and if paid by Authority will be fully reimbursed upon receipt of funding and/or closing for such projects. The LGE and Authority agree that in the event that Authority enters into a public/private partnership or joint venture for the purchase or the acquisition, purchase, lease, use, or development of any properties under this Agreement that the LGE shall cooperate with the Authority in connection with such public private development but shall not become a direct participant in the ownership or control of such properties or development.

G. Nothing in this Agreement shall be construed to prohibit the LGE or the Authority from evaluating, leasing, acquiring, purchasing, developing, or selling any properties acquired under this agreement for any purpose as may be authorized by law.

H. Both the LGE and Authority agree to mutually cooperate with one another in any other manner in connection with the provision of these shared services.

## **II. COMPENSATION AND FEE FOR SERVICES.**

The Parties acknowledge and agree that Authority is providing the Services on a cost-plus basis at a discounted rate. In return, the Authority shall be paid a flat percentage equal to five percent (5%) of the total development costs for each project (the "Fee") for its work in completing the Services. Development costs shall mean the specific costs of materials for developing a property and building a structure, including but not limited to the cost of demolition and construction occurring at the project site. Development costs shall not mean so called "soft costs" including but not limited to, project management fees, construction management fees, engineering fees, environmental engineering fees, architectural design fees, legal fees, marketing fees, finance and insurance fees, appraisal fees, and fees for acquisition of permits and government approvals. The LGE shall be permitted to review all development costs for each project

## **III. STANDARD OF CARE.**

The Parties, their employees, agents and independent contractors, if applicable, shall at all times act and render the Services utilizing reasonable business efforts. Nothing in this section shall be construed as to limit any higher standard of care that may be required by law, applicable licensure, or applicable Rules of Professional Conduct.

## **IV. TERM AND TERMINATION.**

A. The Services contemplated hereunder shall commence on the date set forth above and until the completion of the Project defined herein. It shall be binding upon the Parties' successors and assigns. "Completion" for the purposes of this Agreement shall mean receipt of final certificate of occupancy and punch list close out.

B. Either Party may terminate the Agreement for any reason during the scheduled term by providing thirty (30) days written notice. In the event the Agreement is terminated prior to the completion of the Project, and provided the Authority is not in breach of any term hereunder, the Authority shall be entitled to a pro rata share of the Fee based upon the time spent by the Authority as of the date of termination. .

C. Upon thirty (30) days written notice to the Authority, LGE may terminate this Agreement at any time in the event that funding is not released, or is reduced, suspended or terminated or in the event that LGE determines in its sole discretion to terminate the Project. In the event of such termination, and provided that the Authority is not in breach of any term hereunder, the Authority shall be entitled to a pro rata share of the Fee based upon the time spent by the Authority as of the date of termination.

## V. MUTUAL COOPERATION.

The Parties agree to mutually cooperate with one another in performing the duties and responsibilities delineated herein.

## VI. INDEMNIFICATION.

A. To the fullest extent permitted by law, the LGE shall indemnify and hold the Authority, its governing body, its officers, employees, and agents harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the negligent performances of or any act or omission of the LGE or its employees, agents and representatives under this Agreement.

B. To the fullest extent permitted by law, the Authority shall indemnify and hold the LGE, its governing body, its officers, employees, and agents harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the negligent performance of or any act or omission of the Authority or its employees, agents and representatives under this Agreement.

C. No service providers subject to this Agreement, who are contracted with the Authority, shall be considered employees, agents or assigns of the LGE or Authority.

## VII. ASSIGNMENT.

This Agreement shall not be assignable by either Party, except upon written Agreement signed by both Parties.



## VIII. REMEDIES.

A. Controversies and Claims Subject to Mediation. Any controversy or claim arising or related to this Agreement, or the breach thereof, shall be settled by mediation. If a dispute between the Authority and the LGE arises during the course of this Agreement, the Parties will make a good faith effort to resolve the dispute through non-binding mediation.

B. Performance Pending Mediation. During mediation proceedings, the Authority and the LGE shall continue to perform all duties and responsibilities described in this Agreement subject to the terms of Paragraph V herein.

C. When Mediation May be Demanded. Prior to either Party submitting a demand for mediation, the aggrieved Party shall attempt to resolve the problem directly with the other Party. The aggrieved Party shall submit a written notice of dispute to the other Party. The receiving Party shall respond in writing.

D. Demand for mediation of any claim shall not be made until the earlier of the following:

1. Five (5) business days after the receiving Party has provided its written response to the aggrieved Party's notice of dispute; or
2. Thirty (30) days have passed after submission of the original, written notice of dispute by the aggrieved Party and the receiving Party has not responded.
3. If the written response from the receiving Party does not resolve the dispute, the aggrieved Party shall have thirty (30) days from the date of the receiving Party's response to file a demand for mediation (a "Mediation Demand"). If the aggrieved Party fails to do so, it shall be deemed to have waived its right pursuant to this Agreement to demand mediation with regards to the dispute.

E. A Party who files a Mediation Demand must assert all claims then known to that Party for which mediation may be demanded. Any claim that the party fails to assert shall be deemed waived, unless the demand is amended at least thirty (30) days prior to the date of mediation. If a Party fails to include a claim because of excusable neglect, or when a claim has matured or is subsequently acquired, the mediator or mediators may permit amendments.

F. Procedure to Request Mediation. Either Party may demand mediation by written notice to the other Party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (2) the name, address and phone number of that Party's designated representative for purposes of mediation.

1. The other Party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

2. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the Parties cannot agree on a mediator, they shall choose a reputable mediation firm.
3. Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the Parties and shall provide the Parties with a summary of each person's qualifications to serve as mediator. Each Party shall rank the proposed mediators in order of preference.
4. The fifth and any lower ranked persons on each list will be excluded from further consideration.
5. The chosen mediator shall be the remaining person who is the combined highest-ranking mediator on both preference lists, after deleting all excluded persons.
6. In the event of a tie, the mediator shall be chosen by lot.

G. Procedures at Mediation. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the Parties and the mediator or, if the Parties cannot agree, as may be determined by the mediator. The Parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

H. Cost of Mediation. Each Party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

I. Failure of Mediation. If a good faith effort to resolve the dispute through mediation is unsuccessful, either Party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either Party may file suit in the State courts located in Cumberland County.

## **IX. INSURANCE.**

At all times during the term of this Agreement, the LGE shall maintain or cause to be maintained with responsible insurers (including the Joint Insurance Fund) who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to this Agreement the parties shall determine to be reasonably required. The LGE shall be obligated to pay for the cost of all such insurance. All such insurance policies shall name the LGE as the named insured and the Authority as an additional insured.

## **X. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.**

In the event that any provision which is contained in this Agreement shall be breached by either Party and thereafter such breach shall be waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

## XI. NO PERSONAL LIABILITY.

No covenant, condition or Agreement contained in this Agreement shall be deemed to be the covenant, condition or Agreement of any past, present or future officer, agent or employee of either the LGE or the Authority, in his or her individual capacity, and neither the officers, agents or employees of the LGE and the Authority, nor any official executing this Agreement shall be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.

## XII. MISCELLANEOUS.

A. Relationship Between the Parties. Pursuant to the Act, any Party performing a service under this Agreement is the general agent of any other Party on whose behalf that service is performed, and, subject to the terms and conditions specified in the Scope of Services herein, that agent-Party has full powers of performance and maintenance of the service contracted for, and full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, obligations and responsibilities under this Agreement. These powers include all powers of enforcement and administrative regulation which are, or may be, exercised by the Party on whose behalf the agent-Party acts pursuant to the Agreement.

B. Either Party may freely enter into another agreement or agreements with any other eligible entities for the performance of any service or services pursuant to the Act. The participation in new agreement shall not bar participation with the same or other parties in any other agreement. Upon notice by the Authority, the LGE may approve any and all professionals, contractors, subcontractors and/or vendors that are to be retained for each Project and reserves the right to reject the use of any professional, contractor, subcontractor and/or vendor, within fifteen (15) days of notice to the LGE of the identity of such professional, contractor, subcontractor and/or vendor. In the event the LGE fails to disapprove of any such professional, contractor, subcontractor and/or vendor within such timeframe, then they shall deemed to be approved by the LGE.

C. Amendment. This Agreement may not be amended or modified for any reason without the express prior written consent of the Parties hereto. Any amendment to this Agreement must be signed by both Parties and attached hereto.

D. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

E. Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

F. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute one and the same instrument.

G. Entire Agreement. This Agreement sets forth all the promises, covenants, Agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous Agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

H. Further Assurances and Corrective Instruments. Each Party shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Services or to correct any inconsistent or ambiguous term hereof.

I. Headings. The paragraph and section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

J. Non-Waiver. It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the Parties, or any of them, of any right which is not explicitly waived in this Agreement.

K. Governing Law. The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

L. Force Majeure. If the Authority or the LGE is unable to perform any of its obligations under this Agreement as a result of acts of God, catastrophes, material shortages, governmental state of emergency, strikes or other disasters (each a "Force Majeure Event") beyond the control of the Authority or the LGE as the case may be, then, in that event, the provisions of this Agreement otherwise applicable to such non-performance shall become invalid. If a Force Majeure Event results in the delay of performance by any of the Parties, then the time periods during which such performance is to be completed shall be extended to reflect such delays.

In the event of the occurrence of any Force Majeure Event, the party unable to perform its obligations shall give written notice (a "Force Majeure Notice") to the other party specifying the provisions of this Agreement involved and the reasons for such non-performance. Such provisions shall be postponed or become invalid, as the case may be, thirty (30) days after the mailing of such notice and all other provisions hereof shall remain in full force and effect, provided, however, the Party receiving the Force Majeure Notice may object to the postponement or cancellation of performance by the Party sending the Force Majeure Notice. Written notice of the objection shall be sent to the other Party within such thirty (30) day period, whereupon the Parties shall attempt to resolve their differences and to execute appropriate modifications to this Agreement. During such thirty (30) day period, the original terms of this Agreement shall remain in full force and effect, unless the Authority or the LGE cannot perform.

[end of this page]

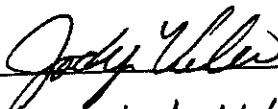
**COMPLIANCE WITH THE UNIFORM SHARED SERVICES AND CONSOLIDATION ACT.**

In accordance with N.J.S.A. 40A:65-1 *et seq.*, this Agreement shall be filed with the Division of Local Government Services.

**ATTEST**

**CITY OF SALEM**

\_\_\_\_\_  
Name: \_\_\_\_\_

  
\_\_\_\_\_  
Name: Jody Veler  
Date: 4/25/2023

**ATTEST**

**CUMBERLAND COUNTY  
IMPROVEMENT AUTHORITY**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Gerard Velazquez, III  
President/CEO  
Date: \_\_\_\_\_

**CITY OF SALEM  
RESOLUTION 2023-155  
RATIFYING THE EMERGENCY REPAIR/REPLACEMENT OF THE  
WASTEWATER TREATMENT PLANT CLARIFIER "B"**

WHEREAS, an emergency arose with respect to the DBS D30-AE drive unit on the clarifier "B" which has been failing in the past few weeks; and

WHEREAS, as an emergency resolution is needed to order and secure the equipment as the utility plant awaits for the delivery of the parts, equipment and installation via purchase order number 23-00491 \$86,422.36; and

WHEREAS, the majority of the parts and equipment have been delivered to the utility plant awaiting for the last items to be received on or about May 15, 2023; and

WHEREAS, due to the emergency nature of this project, our Contractor Water Management Resources (WRM) will oversee the furnishing, replacement and installation of the unit; and

WHEREAS, N.J.S.A. 40A:11-6 provides when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services that public bidding is not necessary in an emergency; and

WHEREAS, the Superintendent of Waste Water management recommends G.M.H. Associates of America, Inc out of Trenton, New Jersey to furnish and install the necessary equipment needed to replace the Clarifier "B" unit; and

WHEREAS, the amount of the contract total is \$86,422.36 to furnish, replace upper seal and install;

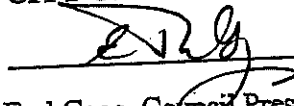
WHEREAS, the City has adequate funds appropriated for the contract certified by the Chief Financial Officer 3-09-55-508-299

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Salem, in the County of Salem, that GMH Associates of America Inc 5 Chelton Way, Bldg. 15, Trenton NJ 08638

ATTEST:

  
Ben Angeli, RMC

CITY OF SALEM

  
Earl Gage, Council President

| COUNCIL      | MOVED | SECONDED | Y | N | ABSTAIN | ABSENT |
|--------------|-------|----------|---|---|---------|--------|
| S. Cline     |       |          |   |   |         |        |
| R. Davis     |       |          |   |   |         |        |
| T. Gregory   |       |          |   |   |         |        |
| V. Groce     |       |          |   |   |         |        |
| S. Kellum    |       |          |   |   |         |        |
| G. Slaughter |       |          |   |   |         |        |
| C. Smith     |       |          |   |   |         |        |
| E. Gage      |       |          |   |   |         |        |

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on April 25, 2023.

4-25-23  
Date

  
Ben Angeli, RMC

CITY OF SALEM  
 17 NEW MARKET STREET  
 SALEM, NJ 08079  
 Phone: (856)935-0372  
 Fax: (856)935-6360

**Purchase Order**

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKING LISTS, CORRESPONDENCE, ETC.

NO. 23-00491

**SHIP TO**

CITY OF SALEM  
 TREASURERS OFFICE  
 17 NEW MARKET STREET  
 SALEM, NJ 08079-1408

ORDER DATE: 03/09/23

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS:

VENDOR ACCT NUM:

VENDOR PHONE #: (609) 396-4751

VENDOR FAX #: (609) 396-1067

**VENDOR**

Vendor #: GMHAS005

G.M.H. Associates of America I  
 5 Chelton Way, Bldg 15  
 Trenton, NJ 08638

**PAYMENT RECORD**

CHECK NO.

DATE PAID

NOTICE: TAX EXEMPT - TAX ID: 21-6001146

| QUANTITY | DESCRIPTION                   | ACCOUNT NO.     | UNIT PRICE   | TOTAL            |
|----------|-------------------------------|-----------------|--------------|------------------|
| 1.00     | clarifier b                   | 3-09-55-508-299 | 78,201.0000  | 78,201.00        |
| 1.00     | clarifier 'B' drum upper seal | 3-09-55-508-299 | 8,221.3600   | 8,221.36         |
|          |                               |                 | <b>TOTAL</b> | <b>86,422.36</b> |

**VENDOR'S CERTIFICATION/DECLARATION**

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

INCORPORATED?

TAX ID NO. OR SOCIAL SECURITY NO.

Yes  No

**APPROVAL TO PURCHASE**

hereby certify the funds are available and encumbered.

*[Signature]*  
 ENCUMBRANCE OFFICER DATE

**QUALITY**

Material is subject to Buyer's inspection and approval at a reasonable time after the delivery, and if specifications are not met material may be rejected by Buyer and returned at the Seller's expense.

**GOVERNMENT REGULATIONS**

Seller warrant that all applicable laws, rules and regulations of governmental authority covering the production, sales and delivery of the Material specified herein have been complied with.

**OFFICER'S CERTIFICATION**

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPT. HEAD

DATE

PO# 23-00491

### City of Salem

## SOLICITATION OF QUOTATION/REQUISITION RECORD FORM

DEPARTMENT Wastewater Treatment Plant (WWTP)  
ITEM OR SERVICE Clarifier "B" Drum Upper Seal

Verbal Quotes for Less Than \$6,600.00  
Written/Formal Quotes \$6,000.00 but less than \$44,000.00 - Quotes Attached  
(Quotes over \$17,500.00 must contact the QPA)

DATE CALLED: 4/20/2023  
VENDOR: GMH  
PRICE: \$8,221.36  
DELIVERY: \_\_\_\_\_  
SPECIAL TERMS: As per attached quote

DATE CALLED: \_\_\_\_\_  
VENDOR: \_\_\_\_\_  
PRICE: \_\_\_\_\_  
DELIVERY: \_\_\_\_\_  
SPECIAL TERMS: \_\_\_\_\_

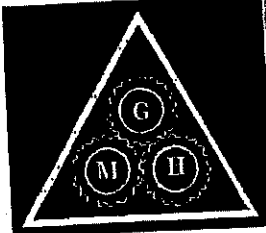
DATE CALLED: \_\_\_\_\_  
VENDOR: \_\_\_\_\_  
PRICE: \_\_\_\_\_  
DELIVERY: \_\_\_\_\_  
SPECIAL TERMS: \_\_\_\_\_

Recommended Vendor GMH Department Initials JBM  
Cost: \$8,221.36 Administrator Initials \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Comments: Clarifier "B" pper seal on Drum needs to be replaced prior to placing the tank  
back into service while the tank is drained and the drive unit is out.

*Please ensure that you (1) attach all appropriate written quotes and (2) fill out the proper account number or else this form will be returned to your department.*

*Thank you for your anticipated cooperation.*






# G.M.H. Associates of America, Inc.

New York State Certified  
Service-Disabled Veteran-Owned Business

5 Chelton Way, Bldg. 15, Trenton, NJ 08638  
 Mechanical, Electrical Engineering and Sales  
 (609) 396-4751 Fax: (609) 396-1067 Outside of New Jersey: (800) 728-5345  
 24 Hours A Day Phone: (800) 728-5345 Fax: (609) 396-1067

|  |       |   |                               |
|--|-------|---|-------------------------------|
| Quote #: Q23055T                               | Quote | Date: 3/31/2023                             | Quote #: Q23055T              |
| Customer: City of Salem Sewage Treatment Plant |       | Attn: John Manganaro, Project Manager (WRM) |                               |
| Address: 19 S. Front Street<br>Salem, NJ 08079 |       | Fax:  | Phone: (856) 858-5750<br>Cell |

| Qty   | Line | Description   | Unit | Extended    |
|---|------|---|------|-------------|
| 1   | 1    | G.M.H. Associates of America, Inc. will supply all Labor, Supervision, Parts, Materials and Equipment to do the following:<br><br>Replace Drum Upper Seal<br><br> |      |             |
| 1   | 2    | 1. Set up for Confined Space Entry<br>2. Remove Existing Seal<br>3. Install new Seal (EPDM and UHMW Ring)<br>4. Install new Fasteners (As needed)<br>(To be done Prior to Re-installation of Drive Unit)  |      | \$ 8,221.36 |
| 1   | 3    | Total Price this Section .....  |      |             |
| ***NOTE***  |      |   |      |             |
| 1.) All the above information is restricted and confidential and is supplied to help the customer evaluate this quote and work procedure. Any dissemination either in whole or in part without G.M.H. Associates of America, Inc.'s express written authorization is expressly forbidden.<br>2.) All Pricing is per the PVSC Co-Op Contracts (B270-5 and B331-5)<br>3.) Estimates and Quotes are billed at time and materials per contract rates plus Overtime, Emergency and Holiday adders +/-25%.. |      |   |      |             |



Visa, MasterCard, American Express and Discover now accepted with 3% Service Charge.

Freight: Additional if applicable. Included with installation quote section acceptance.

Delivery: Per factory

Taxes: Additional if applicable.

Permits, Fees and Licenses: Additional if applicable.

Terms: 33% with order to hold construction date, do shop and site engineering, pre-construction meeting, stage materials and subcontractors. 23% with upon drawing approval. Balance net 30 days for construction and new drive contracts. 1/3 with order to do shop and site engineering, pre-remanufacturing, stage and order materials and subcontractors (if any). 1/3 with delivery. Balance net 30 days for remanufactured supply contracts. (Above contingent on credit approval, emergency and first time customer orders C.O.D. 2%/month, 24%/year service charge on all invoices paid past the due date. Trenton, NJ Mercer County will hold judicial jurisdiction for any collection litigation, if any. Reasonable collection and attorney's fees will be paid by the customer, if any. Payment outside of terms will affect warrantee. Quotes and Estimates valid for 30 days.

\*\*\* MATERIALS SUPPLY NOTES \*\*\* (If applicable)

- 1.) The followings listed items are not included with any of the foregoing equipment unless specifically itemized.
  - A.) Handrail at tank center.
  - B.) Launder support rods and channels.
  - C.) Spare Parts.
  - D.) Electrical Controls, instrumentation, lighting, wiring, starters, intrinsically safe relays for overload alarm switches or push-button stations.
  - E.) Access ladders, ships ladder, stairs, platforms, kick plates, and peripheral handrail or cover plates.
  - F.) Piping, pipe support, valves or couplings.
  - G.) Lubricants and sealant. For compatibility reasons, Lubricants will be installed if supplied by owner.
  - H.) Hauling, unloading, erection, installation or storage, unless specifically noted.
  - I.) Installation or erection supervision.
  - J.) Templates.
  - K.) Covers or Domes.
  - L.) Field painting except touch up of primer or finish coat with red oxide primer.
  - M.) Weirs and or Baffles.
  - N.) Test Equipment.

REBUILDS

Prices for rebuilds assume all shafts, housings, impellers, gears, and non-normal wear components are reusable as is. Price includes all new seals, bearings, gaskets, paint and miscellaneous hardware for a complete rebuild. Additional repairs to make parts reusable or replacement parts will be at additional expense.

PAINTING

Motors and similar manufactured items will receive the manufacturer's standard surface preparation and painting. Structural steel: Primer only unless otherwise noted. Primer touch up only.

SERVICES

We can furnish the services of a DBS factory authorized engineer from G.M.H. Associates of America, Inc. after in has been substantially installed by others or to supervise the installation. This will be furnished as per the attached engineering rate schedule.

DRAWINGS

We shall furnish necessary drawings for the equipment supplied, as well as operation/maintenance instructions for the individual items of equipment included in this proposal. Our price does not include a comprehensive manual suitable for training personnel in the operation of the total system or treatment process.

SAFETY

The Seller will furnish the safety devices specified in this proposal but exceeding these the Seller shall not be required to furnish or install any safety devices whether required by law or otherwise. The buyer hereby agrees to indemnify and hold harmless the Seller from any claims or losses arising due to alleged or actual insufficiency, whether equipment supplied hereunder.

## WARRANTEE

G.M.H. Associates of America, Inc. will supply our standard warrantee from date of delivery for two (2) full years on all parts and labor supplied by G.M.H. Associates of America, Inc. on remanufactured pumps, gearboxes, motors and other related mechanical drive train components. We will further extend to DBS Manufacturing Main Turntables for clarifier and thickener drive units a ten (10) year labor warrantee along with the DBS materials warrantee on the gearbox disassembly and replacement in our shop. Additionally G.M.H. Associates of America, Inc. offers a similar five (5) years labor warrantee along with the DBS materials warrantee on the rotary distributor main support bearing for the disassembly and replacement in our shop. Failure to properly maintain and operate rebuilt equipment will void the warrantee. Prompt notification of suspect equipment is required and the customer must minimize the damage by taking off line as soon as possibility of equipment failure is noted. Field labor, when supplied, will be at additional expense to cover mobilization and additional time due to field related conditions, cranes, weather, special tools, etc.

## CONSEQUENTIAL AND LIQUIDATED DAMAGES

G.M.H. Associates of America, Inc. will not accept any consequential or liquidated damages that may be incurred by the customer. Only demurrage or penalties specifically noted in the quote scope text will be accepted if any.

## \*\*\* GENERAL AND ERECTION NOTES \*\*\*

- 1.) We will work a standard 40 hour week excluding Saturdays, Sundays and Holidays.
- 2.) We will not be responsible for delays caused from acts of God, strike, wars, riots or any other delay that is beyond the control of G.M.H. Associates of America, Inc.
- 3.) Any delays that occur during the course of the job will be billed at G.M.H. Associates of America, Inc. time and materials rate.
- 4.) If excavating is quoted, it is assumed the substrate is sand, gravel, dirt or clay mix. Any obstructions encountered such as buried concrete structures, rock, shale, or other non-ditch witch-able materials will be at additional expense unless acknowledged in the quote scope of work.
- 5.) On all quotes where the customer does not supply G.M.H. Associates with a written, clear, complete and concise project scope of work the G.M.H. Associates description of work scope will stand as the controlling limit of work contemplated and required for completion of said quote.
- 6.) We have not included any sales tax.
- 7.) Our price is based on current labor rates.
- 8.) We have based our price on electrical disconnect and reconnect by others and assumes all conduit, wire, sealite, controls etc. is reusable.
- 9.) All fabrications including drive cage, center column, rake arms, influent well, scrapers and appurtenant equipment by O.E.M.
- 10.) We have not included the cost of any foundation work.
- 11.) We have based our proposal on using a 40 ton crane at \$xx/day with xx days for travel and work necessary to set gearbox and structural steel, if a larger crane is needed the additional cost will be at the expense of the owner. From site plans and drawings supplied by the owner we assume we have access right up to the side of the tank for cranes and equipment.
- 12.) We have based our price on touch-up painting only, all new factory fabrications are coming with finish paint (unless otherwise noted), any structural that is being reused and the coating systems are damaged during the course of G.M.H. Associates of America, Inc.'s work will receive a red oxide primer touch-up only.
- 13.) We have based our proposal on minimal structural steel for temporary false work at approximately \$XXX.XX.
- 14.) We have not based our proposal on any platform work or structural modifications. We assume a direct bolt-in retrofit save for minor field fitting.
- 15.) We have not based our proposal on any work associated with the tank, weirs or launder troughs as part of this quote.
- 16.) Prices do not include freight, site unloading, storage, installation, removal or disposal unless specified or if installed.
- 17.) Engineering contract superintendent and tradesman time and materials rates for additional authorized work as per attached rate sheets.
- 18.) Two complete sets of blueprints/drawings, descriptive literature, operation and maintenance manuals and setup and erections drawings supplied by original equipment manufacturer must be supplied to G.M.H. Associates of America, Inc. for reference, engineering and work-up.
- 19.) Installation price includes all labor to unload on site materials and supplied by G.M.H. Associates of America, Inc. prior to installation and work.
- 18.) On site electrical and water utilities to be made available to G.M.H. Associates of America, Inc. and its subcontractors as may be necessary.
- 20.) Tank access and availability to be maintained and guaranteed by customer. Tank dewatering, hose down and clean out unless quoted and accepted by G.M.H. Associates of America, Inc. and its subcontractors to be completed and maintained by customer. Delays may be at additional expense.

Thank you for this opportunity to serve you.

*EXPEDITE AND EMERGENCY SERVICE DEPENDING ON FACTORY AND SHOP SCHEDULES AT TIME OF ORDER, MAY NOT BE AVAILABLE. CHECK WITH FACTORY REPRESENTATIVE FOR AVAILABILITY.*

I have read the above specifications, terms and conditions and accept them in scope and quantity. I hereby authorize the work to begin.  
Customer Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

I will adhere to the above specifications, terms and conditions and warrant all materials and labor supplied by G.M.H. Associates of America, Inc. for a period of 90 days unless manufacturer's warranty is different.

Name: Anthony "Tony" Genniro Title: Vice-President Customer Service & Sales Date: 4/19/2023  
tgenniro@gmhassocaites.com

Any deviation from the above specifications, terms and conditions must be duly authorized and may be at additional expense.

G.M.H. Associates of America, Inc. proudly represents:



Pumps, Inc.



Eco-Blaster

G.M.H. ASSOCIATES OF AMERICA, INC.

PO # 23 00491

GMHAS 005

City of Salem  
SOLICITATION OF QUOTATION/REQUISITION RECORD FORM

DEPARTMENT Sewer- Wastewater Treatment Plant Clarifier "B"  
ITEM OR SERVICE Furnish and Install a DBS D30-AE Drive Unit on Clarifier "B"  
to replace the original drive unit which is failing.

Verbal Quotes for Less Than \$6,600.00  
Written/Formal Quotes \$6,000.00 but less than \$44,000.00 - Quotes Attached  
(Quotes over \$17,500.00 must contact the QPA)  
This is a sole source supplier for the drive unit and is a Capital Expense

DATE CALLED: 2/13/2023  
VENDOR: G.M.H. Associates of America, Inc.  
PRICE: \$81,613.00  
DELIVERY: \_\_\_\_\_  
SPECIAL TERMS: As per attached quote

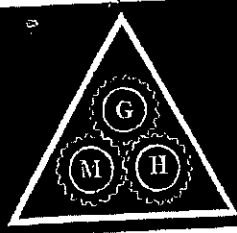
DATE CALLED: 2/13/2023  
VENDOR: Willier Electric-  
PRICE: Declined to quote, referred to GMH  
DELIVERY: \_\_\_\_\_  
SPECIAL TERMS: \_\_\_\_\_

DATE CALLED: \_\_\_\_\_  
VENDOR: \_\_\_\_\_  
PRICE: \_\_\_\_\_  
DELIVERY: \_\_\_\_\_  
SPECIAL TERMS: \_\_\_\_\_

Recommended Vendor G.M.H. Associates of America, Inc. Department Initials JBM  
Cost: \$81,613.00 Administrator Initials \_\_\_\_\_

Account Number: \_\_\_\_\_  
Comments: This work has to be done as the original drive unit is failing. GMH is sole source for this equipment. This should be considered an emergency and charged to capital.

Please ensure that you (1) attach all appropriate written quotes and (2) fill out the proper account number or else this form will be returned to your department.  
Thank you for your anticipated cooperation.



# G.M.H. Associates of America, Inc.

5 Chelton Way, Bldg. 15 Trenton, NJ 08638

Mechanical, Electrical Engineering and Sales

(609) 396-4751 Fax: (609) 396-1067

Outside of New Jersey: (800) 728-5345

24 Hours A Day Phone: (800) 728-5345 / Fax: (609) 396-1067

New York State Certified  
Service-Disabled Veteran-Owned Business

|  |       |   |                               |
|--|-------|---|-------------------------------|
| Quote #: Q23018TR                              | Quote | Date: 2/13/2023                             | Quote #: Q23018TR             |
| Customer: City of Salem Sewage Treatment Plant |       | Attn: John Manganaro, Project Manager (WRM) |                               |
| Address: 19 S. Front Street<br>Salem, NJ 08079 |       | Fax:  | Phone: (856) 858-5750<br>Cell |

| Qty | Line | Description   | Unit | Extended     |
|-----|------|---|------|--------------|
| 1   | 1    | G.M.H. Associates of America, Inc. will supply all Labor, Supervision, Parts, Materials and Equipment to do the following:  |      |              |
|     |      |   |      |              |
|     |      | <b>Option 1:</b>  |      |              |
| 1   | 2    | Furnish and Install a DBS D30-AE Drive Unit .....   |      |              |
| 1   | 3    | Remove and Install Drive Unit .....   |      |              |
|     |      | <ol style="list-style-type: none"> <li>1. Receive from customer drained and cleaned out tank.</li> <li>2. G.M.H. Associates will set up for confined space entry.</li> <li>3. Customer to electrically disconnected motors, switches, disconnects, etc. attaching OEM drives to existing conduit and wires from the Existing Drive</li> <li>5. G.M.H. Associates will set up zero energy state and lock out per customer required locations</li> <li>6. Temporarily support structures necessary to extricate Drive Unit</li> <li>7. Remove Drive off Site to GMH Warehouse for Disassembly &amp; Inspection.</li> <li>8. Clean all OEM mounting points, support column mounting plates.</li> <li>9. Install new DBS D30-EL Drive.</li> <li>10. Work with customer to reconnect Drive motor.</li> <li>11. Fill main turntable drive with gear oil included with Drive Unit under this established PVSC Contract.</li> <li>12. Level Drive Unit and Start up and test run.</li> <li>13. Turn over to Customer</li> </ol> |      |              |
| 1   | 4    | DBS D30-AE Drive .....  |      | \$ 46,636.00 |
| 1   | 5    | Installation Pricing .....  |      | \$ 34,977.00 |

| <u>Option 2:</u>   |   |   |
|--|---|---|
| 1  | 6 | Remove Existing Drive Unit and Transport back to GMH Shop ... (If not doing Replacement) ..... \$ 18,573.50 |
| 1  | 7 | Disassemble and Inspect Drive Unit for Remanufacture..... \$ 4,329.00                                       |
| 1  | 8 | Remanufacture DBS DE30-3 Drive Unit ..... \$ 36,725.00  |
| ***NOTE***   |   |   |
| <p>1.) All the above information is restricted and confidential and is supplied to help the customer evaluate this quote and work procedure. Any dissemination either in whole or in part without G.M.H. Associates of America, Inc.'s express written authorization is expressly forbidden.</p> <p>2.) All Pricing is per the PVSC Co-Op Contracts (B270-5 and B331-5)</p> <p>3.) Estimates and Quotes are billed at time and materials per contract rates plus Overtime, Emergency and Holiday adds +/-25%..</p> |   |   |



Visa, MasterCard, American Express and Discover now accepted with 3% Service Charge.

Freight: Additional if applicable. Included with installation quote section acceptance.

Delivery: Per factory

Taxes: Additional if applicable.

Permits, Fees and Licenses: Additional if applicable.

Terms: 33% with order to hold construction date, do shop and site engineering, pre-construction meeting, stage materials and subcontractors. 23% with upon drawing approval. Balance net 30 days for construction and new drive contracts. 1/3 with order to do shop and site engineering, pre-remanufacturing, stage and order materials and subcontractors (if any). 1/3 with delivery. Balance net 30 days for remanufactured supply contracts. (Above contingent on credit approval, emergency and first time customer orders C.O.D. 2%/month, 24%/year service charge on all invoices paid past the due date. Trenton, NJ Mercer County will hold judicial jurisdiction for any collection litigation, if any. Reasonable collection and attorney's fees will be paid by the customer, if any. Payment outside of terms will affect warrantee. Quotes and Estimates valid for 30 days.

\*\*\* MATERIALS SUPPLY NOTES \*\*\* (If applicable)

- 1.) The followings listed items are not included with any of the foregoing equipment unless specifically itemized.
  - A.) Handrail at tank center.
  - B.) Launder support rods and channels.
  - C.) Spare Parts.
  - D.) Electrical Controls, instrumentation, lighting, wiring, starters, intrinsically safe relays for overload alarm switches or push-button stations.
  - E.) Access ladders, ships ladder, stairs, platforms, kick plates, and peripheral handrail or cover plates.
  - F.) Piping, pipe support, valves or couplings.
  - G.) Lubricants and sealant. For compatibility reasons. Lubricants will be installed if supplied by owner.
  - H.) Hauling, unloading, erection, installation or storage unless specifically noted.
  - I.) Installation or erection supervision.
  - J.) Templates.
  - K.) Covers or Domes.
  - L.) Field painting except touch up of primer or finish coat with red oxide primer.
  - M.) Weirs and or Baffles.
  - N.) Test Equipment.

## REBUILDS

Prices for rebuilds assume all shafts, housings, impellers, gears, and non-normal wear components are reusable as is. Price includes all new seals, bearings, gaskets, paint and miscellaneous hardware for a complete rebuild. Additional repairs to make parts reusable or replacement parts will be at additional expense.

## PAINTING

Motors and similar manufactured items will receive the manufacturer's standard surface preparation and painting.  
Structural steel: Primer only unless otherwise noted. Primer touch up only.

## SERVICES

We can furnish the services of a DBS factory authorized engineer from G.M.H. Associates of America, Inc. after in has been substantially installed by others or to supervise the installation. This will be furnished as per the attached engineering rate schedule.

## DRAWINGS

We shall furnish necessary drawings for the equipment supplied, as well as operation/maintenance instructions for the individual items of equipment included in this proposal. Our price does not include a comprehensive manual suitable for training personnel in the operation of the total system or treatment process.

## SAFETY

The Seller will furnish the safety devices specified in this proposal but exceeding these the Seller shall not be required to furnish or install any safety devices whether required by law or otherwise. The buyer hereby agrees to indemnify and hold harmless the Seller from any claims or losses arising due to alleged or actual insufficiency, whether equipment supplied hereunder.

## WARRANTEE

G.M.H. Associates of America, Inc. will supply our standard warrantee from date of delivery for two (2) full years on all parts and labor supplied by G.M.H. Associates of America, Inc. on remanufactured pumps, gearboxes, motors and other related mechanical drive train components. We will further extend to DBS Manufacturing Main Turntables for clarifier and thickener drive units a ten (10) year labor warrantee along with the DBS materials warrantee on the gearbox disassembly and replacement in our shop. Additionally G.M.H. Associates of America, Inc. offers a similar five (5) years labor warrantee along with the DBS materials warrantee on the rotary distributor main support bearing for the disassembly and replacement in our shop. Failure to properly maintain and operate rebuilt equipment will void the warrantee. Prompt notification of suspect equipment is required and the customer must minimize the damage by taking off line as soon as possibility of equipment failure is noted. Field labor, when supplied, will be at additional expense to cover mobilization and additional time due to field related conditions, cranes, weather, special tools, etc.

## CONSEQUENTIAL AND LIQUIDATED DAMAGES

G.M.H. Associates of America, Inc. will not accept any consequential or liquidated damages that may be incurred by the customer. Only demurrage or penalties specifically noted in the quote scope text will be accepted if any.

## \*\*\* GENERAL AND ERECTION NOTES \*\*\*

- 1.) We will work a standard 40 hour week excluding Saturdays, Sundays and Holidays.
- 2.) We will not be responsible for delays caused from acts of God, strike, wars, riots or any other delay that is beyond the control of G.M.H. Associates of America, Inc.
- 3.) Any delays that occur during the course of the job will be billed at G.M.H. Associates of America, Inc. time and materials rate.
- 4.) If excavating is quoted, it is assumed the substrate is sand, gravel, dirt or clay mix. Any obstructions encountered such as buried concrete structures, rock, shale, or other non-ditch witch-able materials will be at additional expense unless acknowledged in the quote scope of work.
- 5.) On all quotes where the customer does not supply G.M.H. Associates with a written, clear, complete and concise project scope of work the G.M.H. Associates description of work scope will stand as the controlling limit of work contemplated and required for completion of said quote.
- 6.) We have not included any sales tax.
- 7.) Our price is based on current labor rates.
- 8.) We have based our price on electrical disconnect and reconnect by others and assumes all conduit, wire, sealite, controls etc. is reusable.
- 9.) All fabrications including drive cage, center column, rake arms, influent well, scrapers and appurtenant equipment by O.E.M.
- 10.) We have not included the cost of any foundation work.



- 11.) We have based our proposal on using a 40 ton crane at \$xx/day with xx days for travel and work necessary to set gearbox and structural steel, if a larger crane is needed the additional cost will be at the expense of the owner. From site plans and drawings supplied by the owner we assume we have access right up to the side of the tank for cranes and equipment.
- 12.) We have based our price on touch-up painting only, all new factory fabrications are coming with finish paint (unless otherwise noted), any structural that is being reused and the coating systems are damaged during the course of G.M.H. Associates of America, Inc.'s work will receive a red oxide primer touch-up only.
- 13.) We have based our proposal on minimal structural steel for temporary false work at approximately \$XXX.XX.
- 14.) We have not based our proposal on any platform work or structural modifications. We assume a direct bolt-in retrofit save for minor field fitting.
- 15.) We have not based our proposal on any work associated with the tank, weirs or launder troughs as part of this quote.
- 16.) Prices do not include freight, site unloading, storage, installation, removal or disposal unless specified or if installed.
- 17.) Engineering contract superintendent and tradesman time and materials rates for additional authorized work as per attached rate sheets.
- 18.) Two complete sets of blueprints/drawings, descriptive literature, operation and maintenance manuals and setup and erections drawings supplied by original equipment manufacturer must be supplied to G.M.H. Associates of America, Inc. for reference, engineering and work-up.
- 19.) Installation price includes all labor to unload on site materials and supplied by G.M.H. Associates of America, Inc. prior to installation and work.
- 18.) On site electrical and water utilities to be made available to G.M.H. Associates of America, Inc. and its subcontractors as may be necessary.
- 20.) Tank access and availability to be maintained and guaranteed by customer. Tank dewatering, hose down and clean out unless quoted and accepted by G.M.H. Associates of America, Inc. and its subcontractors to be completed and maintained by customer. Delays may be at additional expense.

Thank you for this opportunity to serve you.

*EXPEDITE AND EMERGENCY SERVICE DEPENDING ON FACTORY AND SHOP SCHEDULES AT TIME OF ORDER, MAY NOT BE AVAILABLE. CHECK WITH FACTORY REPRESENTATIVE FOR AVAILABILITY.*

I have read the above specifications, terms and conditions and accept them in scope and quantity. I hereby authorize the work to begin.

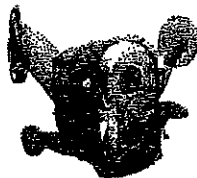
Customer Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

I will adhere to the above specifications, terms and conditions and warrant all materials and labor supplied by G.M.H. Associates of America, Inc. for a period of 90 days unless manufacturer's warranty is different.

Name: Anthony "Tony" Genniro Title: Vice-President Customer Service & Sales Date: 2/13/2023  
 tgenniro@gmhassocaites.com

Any deviation from the above specifications, terms and conditions must be duly authorized and may be at additional expense.

G.M.H. Associates of America, Inc. proudly represents:



Pumps, Inc.



Protected by multiple US/Int'l. Patents & 50 Trade secrets



**Eco-Blaster**

QXIII  
in face of ...  
...RESPONDENT...

**CITY OF SALEM  
RESOLUTION 2023-156**

**A RESOLUTION AWARDING CONTRACT FOR ATHLETIC BLEACHER  
IMPROVEMENTS IN THE CITY OF SALEM**

**WHEREAS**, the City Council authorized the solicitation of Bids for the Improvements of the Athletic Bleachers in the City of Salem; and

**WHEREAS**, bids were received on April 21, 2023 from three bidders as more fully described on the Bid Summary attached hereto; and

**WHEREAS**, it appears that the lowest responsible bids as listed on the attached letter of recommendation for Base Bid Items 1 (\$428,144.00) and alternate Bid #1 (\$244,000.00) were submitted by NACOM Companies, Inc of Runnemede, NJ; and

**WHEREAS**, said bids were reviewed by the City Clerk, City Solicitor and City Engineer and the Engineer has recommended an award of the contract to NACOM Companies, Inc of Runnemede, NJ for the Base Bid #1 in the amount of \$428,144.00 and alternate Bid #1 in the amount of \$244,000.00; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available.

**NOW, THEREFORE BE IT RESOLVED**, that contracts for the Improvements of the Athletic Bleachers in the City of Salem is approved for the Base Bid Item #1 and Alternate Bid #1 in the amounts the aforementioned and the Mayor and Clerk are authorized to execute the contracts for the same.

**ATTEST:**

  
Ben Angeli, RMC

**CITY OF SALEM**

  
Earl Gage, Council President

| COUNCIL      | MOVED | SECONDED | Y | N | ABSTAIN | ABSENT |
|--------------|-------|----------|---|---|---------|--------|
| S. Cline     |       |          |   |   |         |        |
| R. Davis     |       |          |   |   |         |        |
| T. Gregory   |       |          |   |   |         |        |
| V. Groce     |       |          |   |   |         |        |
| S. Kellum    |       |          |   |   |         |        |
| G. Slaughter |       |          |   |   |         |        |
| C. Smith     |       |          |   |   |         |        |
| E. Gage      |       |          |   |   |         |        |

I, Ben Angeli, Clerk of the City of Salem, in the County of Salem, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council of the City of Salem on April 25, 2023.

Date

4-25-23

  
Ben Angeli, RMC



REMINGTON  
& VERNICK  
ENGINEERS

RVE HQ:  
2059 Springdale Road  
Cherry Hill, NJ 08003  
O: (856) 795-9595  
F: (856) 795-1882

April 21, 2023

Ben Angeli, Clerk  
City of Salem  
17 New Market Street  
Salem, NJ 08079

Re: **Athletic Bleacher Improvements**  
**Our File #17-13-T-057**

Dear Mr. Angeli:

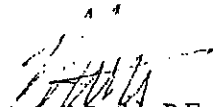
We have tabulated the bids received on April 21, 2023, with reference to the above captioned project and find the low bidder to be NACOM Companies, Inc., 710 Irish Hill Road, Runnemede, NJ 08078, in the amount of **\$428,144.00 for Base Bid #1 – 10 Row Bleachers**, and **\$244,000.00 for Alternate Bid #1 – Pressbox for 10 Row Bleachers**. A copy of the tabulation is enclosed for your review.

NINSA, LLC. located at 125 Lincoln Street, Hammonton, NJ 08037 was found to be non-responsive due to a failure to submit the acknowledgement of Clarification 1 and Addendum 1 with their bid.

Therefore, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq, the contract should be awarded to the lowest responsible bidder, which appears to be NACOM Companies, Inc. The award should be contingent upon approval of your solicitor and monies being available.

Sincerely yours,

REMINGTON & VERNICK ENGINEERS

  
Mitchell Butler, P.E.

MB/mjb

Enclosure

cc: Kenia Nunez-Acuna, CFO/QPA  
Andrea Rhea, Esq



**BID TABULATION**

PROJECT NAME: ATHLETIC BLEACHER IMPROVEMENTS  
 PROJECT NUMBER: 171707  
 CLIENT: CITY OF SALEM

LEVY CONSTRUCTION  
 800 Newton Ave  
 Chatspa, NJ 08017  
 856-547-0707  
 levy@levyconstruction.com

NACOM Companies, Inc.  
 710 Irish Hill Road  
 Rummedick, NJ 08078  
 856-511-7720  
 info@nacomp.com

NBSA LLC  
 125 Leacoh Street  
 Hammonton, NJ 08037  
 609-361-7103  
 sboudreau@nbsa.com

| BASE BID 1 OPTION 1 - 10 ROW BLEACHERS           |  |                  |              |
|--|--|------------------|--------------|
| #  | DESCRIPTION  | QUANTITY & UNITS | TOTAL        |
| 1  | MOBILIZATION AND SITE CLEARING   | 1 LS             | \$40,000.00  |
| 2  | SOIL EROSION & SEDIMENT CONTROL  | 1 LS             | \$10,000.00  |
| 3  | EARLWORK   | 1 LS             | \$10,000.00  |
| 4  | DENSE GRADED AGGREGATE BASE COURSE, 4" THICK   | 300 SY           | \$7,500.00   |
| 5  | CONCRETE SIDEWALK, 4" THICK  | 300 SY           | \$21,000.00  |
| 6  | TOPSOIL SPREADING, 5" THICK  | 200 SY           | \$11,000.00  |
| 7  | FERTILIZING & SEEDING, TYPE A-3  | 200 SY           | \$4,000.00   |
| 8  | CAST-IN-PLACE CONCRETE STRUCTURAL SLAB FURNISH AND INSTALL PRE-MANUFACTURED 10 ROW BLEACHER SYSTEM | 250 SF           | \$20,000.00  |
| 9  |  | 1 LS             | \$185,000.00 |
| BASE BID 1 OPTION 1 - 10 ROW BLEACHERS SUBTOTAL: |  |                  | \$380,500.00 |

| BASE BID 1 OPTION 1 - 10 ROW BLEACHERS           |  |                  |              |
|--|--|------------------|--------------|
| #  | DESCRIPTION  | QUANTITY & UNITS | TOTAL        |
| 1  | MOBILIZATION AND SITE CLEARING   | 1 LS             | \$40,000.00  |
| 2  | SOIL EROSION & SEDIMENT CONTROL  | 1 LS             | \$10,000.00  |
| 3  | EARLWORK   | 1 LS             | \$10,000.00  |
| 4  | DENSE GRADED AGGREGATE BASE COURSE, 4" THICK   | 300 SY           | \$7,500.00   |
| 5  | CONCRETE SIDEWALK, 4" THICK  | 300 SY           | \$21,000.00  |
| 6  | TOPSOIL SPREADING, 5" THICK  | 200 SY           | \$11,000.00  |
| 7  | FERTILIZING & SEEDING, TYPE A-3  | 200 SY           | \$4,000.00   |
| 8  | CAST-IN-PLACE CONCRETE STRUCTURAL SLAB FURNISH AND INSTALL PRE-MANUFACTURED 10 ROW BLEACHER SYSTEM | 250 SF           | \$20,000.00  |
| 9  |  | 1 LS             | \$185,000.00 |
| BASE BID 1 OPTION 1 - 10 ROW BLEACHERS SUBTOTAL: |  |                  | \$380,500.00 |

| UNIT PRICE   | TOTAL        |
|--------------|--------------|
| \$40,000.00  | \$40,000.00  |
| \$10,000.00  | \$10,000.00  |
| \$10,000.00  | \$10,000.00  |
| \$25.00      | \$7,500.00   |
| \$70.00      | \$21,000.00  |
| \$55.00      | \$11,000.00  |
| \$20.00      | \$4,000.00   |
| \$80.00      | \$20,000.00  |
| \$233,700.00 | \$233,700.00 |
|              | \$468,600.00 |

| UNIT PRICE   | TOTAL        |
|--------------|--------------|
| \$25,946.00  | \$25,946.00  |
| \$21,627.00  | \$21,627.00  |
| \$24,659.00  | \$24,659.00  |
| \$23.00      | \$6,900.00   |
| \$70.00      | \$21,000.00  |
| \$55.00      | \$11,000.00  |
| \$20.00      | \$4,000.00   |
| \$80.00      | \$20,000.00  |
| \$212,802.00 | \$212,802.00 |
|              | \$428,144.00 |

| UNIT PRICE   | TOTAL        |
|--------------|--------------|
| \$40,000.00  | \$40,000.00  |
| \$10,000.00  | \$10,000.00  |
| \$10,000.00  | \$10,000.00  |
| \$25.00      | \$7,500.00   |
| \$70.00      | \$21,000.00  |
| \$55.00      | \$11,000.00  |
| \$20.00      | \$4,000.00   |
| \$80.00      | \$20,000.00  |
| \$185,000.00 | \$185,000.00 |
|              | \$380,500.00 |

| UNIT PRICE   | TOTAL        |
|--------------|--------------|
| \$40,000.00  | \$40,000.00  |
| \$40,000.00  | \$40,000.00  |
| \$30,000.00  | \$30,000.00  |
| \$20.00      | \$6,000.00   |
| \$150.00     | \$45,000.00  |
| \$4.00       | \$8,400.00   |
| \$8.00       | \$16,800.00  |
| \$25.00      | \$62,500.00  |
| \$300,750.00 | \$300,750.00 |
|              | \$559,700.00 |

| UNIT PRICE   | TOTAL        |
|--------------|--------------|
| \$25,049.00  | \$25,049.00  |
| \$20,823.00  | \$20,823.00  |
| \$23,811.00  | \$23,811.00  |
| \$22.00      | \$6,600.00   |
| \$76.00      | \$22,800.00  |
| \$110.00     | \$21,800.00  |
| \$6.00       | \$12,600.00  |
| \$33.00      | \$109,230.00 |
| \$277,954.00 | \$277,954.00 |
|              | \$536,327.00 |

| UNIT PRICE   | TOTAL        |
|--------------|--------------|
| \$50,000.00  | \$50,000.00  |
| \$10,000.00  | \$10,000.00  |
| \$10,000.00  | \$10,000.00  |
| \$25.00      | \$7,500.00   |
| \$70.00      | \$21,000.00  |
| \$5.00       | \$10,500.00  |
| \$2.00       | \$4,200.00   |
| \$50.00      | \$165,500.00 |
| \$250,000.00 | \$250,000.00 |
|              | \$524,700.00 |

| BASE BID 2 OPTION 2 - 15 ROW BLEACHERS           |  |                  |              |
|--|--|------------------|--------------|
| #  | DESCRIPTION  | QUANTITY & UNITS | TOTAL        |
| 1  | MOBILIZATION AND SITE CLEARING   | 1 LS             | \$50,000.00  |
| 2  | SOIL EROSION & SEDIMENT CONTROL  | 1 LS             | \$10,000.00  |
| 3  | EARLWORK   | 1 LS             | \$10,000.00  |
| 4  | DENSE GRADED AGGREGATE BASE COURSE, 4" THICK   | 300 SY           | \$7,500.00   |
| 5  | CONCRETE SIDEWALK, 4" THICK  | 300 SY           | \$21,000.00  |
| 6  | TOPSOIL SPREADING, 5" THICK  | 200 SY           | \$11,000.00  |
| 7  | FERTILIZING & SEEDING, TYPE A-3  | 200 SY           | \$4,000.00   |
| 8  | CAST-IN-PLACE CONCRETE STRUCTURAL SLAB FURNISH AND INSTALL PRE-MANUFACTURED 15 ROW BLEACHER SYSTEM | 3310 SF          | \$165,500.00 |
| 9  |  | 1 LS             | \$250,000.00 |
| BASE BID 2 OPTION 2 - 15 ROW BLEACHERS SUBTOTAL: |  |                  | \$524,700.00 |



**BID TABULATION**

PROJECT NAME: ATHLETIC BLEACHER IMPROVEMENTS  
 PROJECT NUMBER: 1710007  
 CLIENT: CITY OF SALEM  
 CITY OF SALEM

NNSA LLC  
 125 Lincoln Street  
 Hamden, NJ 08037  
 609-561-7109  
 nj@nnsa.com

NACOM Companies, Inc.  
 719 Irish Hill Road  
 Rumson, NJ 08078  
 866-521-7720  
 info@nacombus.com

Levy Construction  
 800 Newton Ave  
 Oaklyn, NJ 08107  
 856-547-0707  
 info@levyconstruction.com

**ALTERNATE BID 1 OPT. 1 - PRESSBOX FOR 10 ROW BLEACHERS**

| #  | DESCRIPTION  | QUANTITY & UNITS | UNIT PRICE   | TOTAL        |
|--|--|------------------|--------------|--------------|
| A1.1   | FURNISH AND INSTALL NEW SITE-BUILT PRESSBOX AND ACCESS PLATFORM COMPLETE | 1 LS             | \$239,600.00 | \$239,600.00 |
| A1.2   | FURNISH AND INSTALL ALL ELECTRICAL EQUIPMENT & LIGHTING FOR PRESS BOX    | 1 LS             | \$30,000.00  | \$30,000.00  |
| ALTERNATE BID 1 OPT. 1 - PRESSBOX FOR 10 ROW BLEACHERS SUBTOTAL: |  |                  |              | \$269,600.00 |

**NNSA LLC**

| UNIT PRICE   | TOTAL        |
|--------------|--------------|
| \$239,600.00 | \$239,600.00 |
| \$30,000.00  | \$30,000.00  |
|              | \$269,600.00 |

**NACOM Companies, Inc.**

| UNIT PRICE   | TOTAL        |
|--------------|--------------|
| \$200,000.00 | \$200,000.00 |
| \$44,000.00  | \$44,000.00  |
|              | \$244,000.00 |

**NNSA LLC**

| UNIT PRICE   | TOTAL        |
|--------------|--------------|
| \$239,600.00 | \$239,600.00 |
| \$30,000.00  | \$30,000.00  |
|              | \$270,000.00 |

**ALTERNATE BID 2 OPT. 2 - PRESSBOX FOR 15 ROW BLEACHERS**

| #  | DESCRIPTION  | QUANTITY & UNITS | UNIT PRICE   | TOTAL        |
|--|--|------------------|--------------|--------------|
| A2.1   | FURNISH AND INSTALL NEW SITE-BUILT PRESSBOX AND ACCESS PLATFORM COMPLETE | 1 LS             | \$347,700.00 | \$347,700.00 |
| A2.2   | FURNISH & INSTALL ALL ELECTRICAL EQUIPMENT & LIGHTING FOR PRESS BOX      | 1 LS             | \$44,000.00  | \$44,000.00  |
| ALTERNATE BID 2 OPT. 2 - PRESSBOX FOR 15 ROW BLEACHERS SUBTOTAL: |  |                  |              | \$391,700.00 |

**NNSA LLC**

| UNIT PRICE   | TOTAL        |
|--------------|--------------|
| \$347,700.00 | \$347,700.00 |
| \$44,000.00  | \$44,000.00  |
|              | \$391,700.00 |

**NACOM Companies, Inc.**

| UNIT PRICE   | TOTAL        |
|--------------|--------------|
| \$350,000.00 | \$350,000.00 |
| \$40,000.00  | \$40,000.00  |
|              | \$390,000.00 |

**NNSA LLC**

| UNIT PRICE   | TOTAL        |
|--------------|--------------|
| \$347,700.00 | \$347,700.00 |
| \$44,000.00  | \$44,000.00  |
|              | \$391,700.00 |