

SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2021-71

May 13, 2021

**RESOLUTION OF THE SALEM COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING A CONTRACT TO FOLEY, INC., TRADING AS FOLEY CAT, FOR
REPAIRS TO THE CATERPILLAR D7R BULLDOZER**

WHEREAS, due to the harsh conditions that exist on the landfill, the Caterpillar D7R (“Caterpillar”) owned by the Salem County Improvement Authority (“SCIA”) needed repairs to the exhaust manifold and replacement of the serpentine belt, the cost of which was significantly below SCIA’s quote threshold and did not require SCIA Board approval; and

WHEREAS, the Caterpillar was taken to Foley, Inc., trading as Foley Cat (“Foley”) for the repairs outlined above; and

WHEREAS, in connection with the above repairs, while the Caterpillar was disassembled, it was discovered that the turbo was cracked and in need of replacement and that additional repairs to the Caterpillar were necessary; and

WHEREAS, given that the Caterpillar was disassembled and in the possession of Foley, it was and is impracticable and financially not viable to obtain quotes from other vendors for the additional necessary work; and

WHEREAS, a quote was obtained from Foley in the amount of \$19,203.58 to make the necessary repairs, a copy of which is attached hereto as Exhibit A, and which is reasonable, acceptable and in the best interest of SCIA; and

WHEREAS, the cost of the contract for the repairs is below SCIA’s bid threshold and thus does not require public bidding; and

WHEREAS, this contract is being awarded under a non-fair and open process, with the contractor having filed the required campaign contribution disclosure forms with SCIA and the contractor being eligible thereunder for the award of the contract; and

WHEREAS, funds are available in the full amount of the repair cost to the Caterpillar D7R and same have been certified by the Certifying Financial Officer;

Vendor: Foley CAT

Account Number	Amount	Department Description
60-00-000-400	\$19,203.58	Equipment Repair

NOW THEREFORE, BE IT RESOLVED by the Salem County Improvement Authority that the Executive Director and Landfill Manager be and the same are authorized to execute all

documents necessary to make the repairs to the Caterpillar D7T Bulldozer as outlined in the attached Exhibit A, in an amount not to exceed \$19,203.58.



Steven DiMatteo,
Alt. Secretary/Treasurer



Cordy Taylor, Chairman

CERTIFICATION

I hereby certify the above to be a true copy of a resolution adopted by the SCIA at a regular meeting held on May 13, 2021.



Steven DiMatteo, Alt. Secretary/Treasurer

RECORDED VOTE

	Mov'd	2nd	Yes	No	Absent	Abstain
Taylor			✓			
Bestwick	✓		✓			
Davis					✓	
Schneider		✓	✓			
DiMatteo			✓			

FOLEY

Quote No: 29499 - 4

SALEM COUNTY IMPROVEMENT

AUTHORITY 52 MCKILLIP ROAD PO BOX 890, GALLOWAY NJ

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
1716860	29499	4/20/2021	LYNN H. SCHMIDT
PHONE NO.	FAX NO.	EMAIL	
856-935-7900		lschmidt@scian.org	
MODEL	MAKE		SERIAL NO.
D7R	CATERPILLAR		0AGN01976
UNIT NO.	HOURS	WO NO.	P.O. NO.
	6311		

SEGMENT: 01 TRAVEL TO/FROM MACHINE (056 7000)
NOTES:3 TRIPS AT SALEM COUNTY RATE

Parts	Total Estimated Parts:	0.00
Labor	Total Estimated Labor:	0.00
Labor Summary		
Misc	Total Estimated Misc:	0.00
Segment 01 Total:		1,287.00

SEGMENT: 02 CLEAN MACHINE (070 7000)
NOTES:STEAM CLEAN MACHINE TO PERFORM REPAIRS

Parts	Total Estimated Parts:	0.00
Labor	Total Flat Rate Labor:	525.00
Misc	Total Estimated Misc:	0.00
Segment 02 Total:		525.00

SEGMENT: 03 REPLACE GASKET/RESEAL EXHAUST MANIFOLD (014 1059)
NOTES:REPLACE THE EXHAUST MANIFOLD GASKETS. UPON
DISASSEMBLY IF ANY BOLTS OR STUDS BREAK AND HAVE
TO BE REMOVED ADDITIONAL LABOR WILL BE NEEDED AND
QUOTED AT THAT TIME.

Parts	Total Estimated Parts:	724.03
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Labor	Total Flat Rate Labor:	3,500.00
Misc	Total Estimated Misc:	0.00
Segment 03 Total:		4,224.03

SEGMENT: 04 DISASSEMBLE & ASSEMBLE EXHAUST MANIFOLD (017 1059)
 NOTES: AFTER DISASSEMBLY OF MACHINE - ADDITIONAL PARTS
 AND DAMAGE FOUND ON THIS UNIT. THIS IS THE
 ADDITIONAL TIME THAT WE WILL NEED TO PUT MACHINE
 BACK TOGETHER AND DRILL BROKEN HARDWARE

Parts				
Part Number	Description	Qty	Unit Price	Ext Price
1047995	BASE AS	1.00	281.29	281.29
1142687	SEAL-O-RING	1.00	4.62	4.62
1612726	MANIFOLD-EXH	1.00	829.40	829.40
1841680	ELBOW-EXHAUS	1.00	519.74	519.74
1886232	TUBE AS	1.00	251.00	251.00
1950521	SHIELD-TURBO	1.00	2,502.20	2,502.20
1950522	SHIELD-MANIF	1.00	560.30	560.30
1950523	SHIELD-MANIF	1.00	1,009.32	1,009.32
1956402	TUBE AS	1.00	572.18	572.18
1N9372	GASKET	1.00	6.02	6.02
1W3853	GASKET	2.00	2.16	4.32
20R3086	TURBO G BAS	1.00	2,057.59	2,057.59
20R3086	CORE	1.00	1,000.10	0.00
2314174	COUPLING	1.00	75.37	75.37
2517495	BELT SET-V	1.00	123.49	123.49
2955609	SEAL-O-RING	1.00	9.69	9.69
2P7333	VEE BELT	1.00	26.89	26.89
2Y5829	NUT	10.00	0.28	2.80
3887016	CLAMP-BENT B	2.00	16.81	33.62
3E4353	WASHER	4.00	0.71	2.84
3E8017	LOCKNUT	4.00	5.61	22.44
4186781	STUD TAPERLO	4.00	22.16	88.64
4P8279	MANIFOLD	1.00	326.61	326.61
4P8280	MANIFOLD	1.00	326.61	326.61
5B7890	PLUG	1.00	8.28	8.28
5M2894	WASHER	10.00	0.36	3.60
6N0009	RING	1.00	6.87	6.87
6N0992	RING-SEAL	1.00	5.97	5.97
6V1820	BOLT	4.00	0.54	2.16
6V8149	NUT	10.00	0.45	4.50
7K1181	STRAP CABLE	15.00	0.45	6.75
8C3093	SEAL	4.00	5.10	20.40
8H1607	SEAL	2.00	9.48	18.96
9S8752	NUT	10.00	0.27	2.70
Total Estimated Parts:				9,717.17

Labor				
Item Number	Description	Qty	Unit Price	Ext Price
FST-**-**-**	G-STD JOBS FIELD	10.00	175.00	1,750.00
			Total Estimated Labor:	1,750.00
Labor Summary				
Misc	Total Estimated Misc:			0.00
			Segment 04 Total:	11,467.17

SEGMENT: 05 REMOVE & INSTALL SERPENTINE BELT (010 1397)
 NOTES:BELT REPLACEMENT

Parts				
Part Number	Description	Qty	Unit Price	Ext Price
2517495	BELT SET-V	1.00	123.49	123.49
2P7333	VEE BELT	1.00	26.89	26.89
Total Estimated Parts:				150.38
Labor				
Item Number	Description	Qty	Unit Price	Ext Price
FST-**-**-**	G-STD JOBS FIELD	6.00	175.00	1,050.00
Total Estimated Labor:				1,050.00
Labor Summary				
Misc	Total Estimated Misc:			0.00
Segment 05 Total:				1,200.38

			Total Segments:	18,703.58
SUB TOTAL (BEFORE TAXES)				18,703.58
PART DISCOUNT				0.00
MISC & ENVIRONMENTAL (DIV G)				0.00
TOTAL ESTIMATE				19,203.58

PO#: _____ Authorized Name: _____ (signature)

Date: _____ *Thank you for this opportunity to serve your company* (print)

CONTACT INFORMATION:

Prepared by: Chris Rost Phone: 302-218-7035 Email: crost@foleyinc.com Fax: _____

- This quote will expire 30 days from the above quote date.
 - STANDARD EXCLUSIONS:
 - Freight, Taxes and Misc/Enviro charges
 - Non-reclaimable core charges
 - Labor and expenses associated with overtime
 - Transportation to & from Foley repair centers
 - Non-salvageable reusable hardware replacement
 - Non-cat paint
 - Replacement of competitive parts
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Terms and Conditions

BY SIGNATURE ABOVE, I certify that I am the owner or owner's agent, and authorize Foley, Inc , its employees, subcontractors or consultants to perform the inspection, maintenance or repairs described above to include the provision and use of necessary materials required to accomplish the described work scope. I further authorize Foley, Inc to operate the equipment, or any part therein described for the purpose of testing and/or inspection. I understand that payment for all work performed is due in full upon completion.

Upon acceptance, this quote becomes a legal agreement between you (either an individual or the entity you are authorized to represent) and Foley, Inc. Further, signing certifies the information provided is true and correct, and that the signer is authorized to charge this purchase as noted. Foley, Inc reserves the right to reject a partial or modified quote. You may cancel an accepted quote until the work is started. Once started, work may be stopped at anytime. Partially completed work will be billed based on Time and Materials at Foley, Inc's prevailing rate. Additional handling and storage fees may apply to work partially completed or work temporarily put on hold.

EQUIPMENT HAVING INSTALLED FIRE SUPPRESSANT SYSTEMS: During course of repair work it may become necessary to deactivate or disturb mechanical and/or electrical components of the fire suppression system. Reactivation of the fire suppressant system is the responsibility of the customer and should be undertaken before machine operations. Foley, Inc accepts no responsibility for the reactivation, testing or operation of the fire suppressant system.

STANDARD WARRANTY: Parts for this repair are warranted as indicated by the manufacturer from the date of invoice. In addition, Foley, Inc CAT's standard labor warranty of 90 days will apply. Full warranty statements, including limitations and exclusions, are available from any Foley, Inc facility. Ask your service representative about additional or enhanced warranty availability.

THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE. REMEDIES FOR THESE WARRANTIES ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES AS SPECIFIED HEREIN. IN NO EVENT WILL EITHER CATPILLAR OR Foley, Inc BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CORE CHARGES: Core charges will be returned to customer upon acceptance of the core by Caterpillar.

OVERTIME: Overtime can be added at customers request charged at Foley, Inc's prevailing overtime rate.

PARTS POLICY: This quote does not include any un-salvageable parts. Parts will be set aside for customer approval before replacement.

TURNAROUND TIME: Foley, Inc will not be responsible for circumstances outside of its control. If delays are experienced, the customer will be contacted. In no event will Foley, Inc or subsidiaries be liable for any direct or indirect damages (including, without limitation, lost profits, lost savings or other incidental or consequential damages) arising out of the use or inability to use the machine, even if Foley, Inc or subsidiaries has been advised of the possibility of such loss.