

RESOLUTION 2019-98

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

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

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

<u>BIDDER</u>	<u>PRICE</u>
Pyrz Water Supply Co. Inc.	\$34,220.00
Excell Feeder, Inc.	\$34,572.00

for the following goods or services:

Polymer System: Excel model 8025-A-500/600 polymer make up and feed system capable of making batches of 200-500 gallons. System includes dry polymer auger feeder, dehumidifying air heater, polyductor with 25 gpm nominal water flow, dilution water controls, agitated aging tank, pump tank, electrical panel, and start up service not to exceed 8 hours.

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

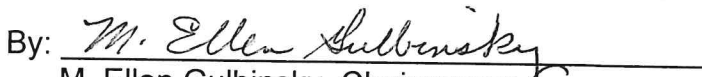
NOW, THEREFORE, BE IT RESOLVED, this 18th day of November, 2019, that contracts, be and the same are hereby awarded to:

Pyrz Water Supply Co. Inc., in the amount of \$34,220.00 for the goods or services described above.

Attest:


Joseph R. Malone, III, Secretary

THE BORDENTOWN SEWERAGE AUTHORITY

By: 
M. Ellen Gulbinsky, Chairwoman

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


Thomas J. Coleman, III, Esquire
General Counsel

CERTIFICATE OF AVAILABILITY OF FUNDS

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

CONTRACT: Polymer System: Excel model 8025-A-500/600 polymer make up and feed system capable of making batches of 200-500 gallons. System includes dry polymer auger feeder, dehumidifying air heater, polyduct with 25 gpm nominal water flow, dilution water controls, agitated aging tank, pump tank, electrical panel, and start up service not to exceed 8 hours.

CONTRACTOR: Pyrz Water Supply Co. Inc.

CONTRACT AMOUNT: \$34,220.00

BUDGETARY LINE ITEMS: 02-004-7610

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

11/18/2019

Date



Richard D. Eustace
Certifying Finance Officer

Pyrz Water Supply Co. Inc.

P.O. Box 107
Harleysville, Pennsylvania 19438
(215) 256-8430 / Fax (215) 256-8567
www.pyrzwater.com

TO: Bordentown WWTP

QUOTATION NO: 53373 **REVISED**
DATE: Oct. 17, 2019
SUBJECT: Dry Polymer Make Up System

ATTN: Chuck Bluhm

QUANTITY**DESCRIPTION**

We are pleased to quote as follows:

- 1 **EXCEL Model 8025-A-500/600** polymer make up and feed system capable of making batches of **200-500 gallons**. System is semi-automatic as operator selects batch volume and initiates start or batch.

System is complete with:

- 1 Dry polymer auger feeder with:
- The feeder is run by a variable frequency drive TEFC motor with local speed control.
 - The feed range is 0.4 to 3.3 lbs/min. Feed rate is PLC controlled.
 - 175 lbs capacity hopper with vibrator, screen, and a clean-out port.
 - Stainless steel frame, sides, and cover.
 - All components are easy to access.
 - A sensor monitors the hopper for low level.
- 1 Dehumidifying Air Heater to provide low humidity air to the auger discharge and hopper. The low humidity air keeps the polymer dry and free flowing, even in high humidity environments
- 1 Polyductor with 25 GPM nominal water flow capacity
- A PVC eductor conveys the polymer solution to the aging tank.
 - The metered polymer drops into a wetting chamber.
 - The chamber is flushed clean by a continuous stream of water.
 - The polymer and water mixture is suctioned by the PVC eductor.
 - The eductor has a nominal 25 GPM dilution water flow capacity.
- 1 Dilution water controls with:
- Strainer
 - Solenoid valve with brass body
 - Vortex flow meter with brass flow adjusting valve

- Water pressure gauge

1 Agitated Aging Tank

- 500 gallon tank capacity
- Polyethylene (PE) construction
- Low Speed agitator with all stainless steel wetted parts.
- Motor operated drain valve
- A level transmitter monitors tank level

1 Pump Tank

- The tank has a 600 gal capacity.
- Polyethylene (PE) construction
- A level transmitter monitors tank level

1 Electrical Panel

- NEMA 4X Stainless-Steel Enclosure.
- PLC control for improved reliability. The operator interface allows for monitoring and easily changing the feeder parameters.
- Local alarms. Contacts allow remote alarm indication.
- The PLC is an Allen Bradley Micro850.
- The PLC will provide a data log of alarms

1 Day factory start up service (day not to exceed 8hr.)

TOTAL PRICE: F.O.B. points of origin with full freight allowed to jobsite ...\$ 34,220.00

REQUIRED UTILITIES

Clean dilution water: 25 GPM at 40 to 80 psi. Temperature 55-100 °F

Power: 120 VAC, 20 Amp service

Not Included: Wiring, piping, installation, sales or use tax or any item not specifically noted above.

We hope to have the opportunity of furnishing the above for you.

Sincerely yours,

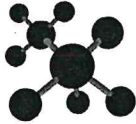
PYRZ WATER SUPPLY CO., INC.

Joe Pyrz

Operational Sequence

Operation is as follows:

1. The Solution Metering Pump continuously removes solution from the Pump Tank. When the level in the Pump Tank reaches the Start Fill point, the automatic drain valve opens. The Aging Tank is drained into the Pump Tank, until the Aging Tank level reaches the Start Fill point. The valve then closes.
2. When the operator wants a new batch, he inputs batch volume and hits Start Batch key initiating the start of a new batch. The water solenoid opens and begins filling the make- up tank. When flow is confirmed, polymer feed will start. At the appropriate volume, the mixer will start and run for a preset time. Water will continue until batch volume is achieved, during which the eductor will be cleaned of polymer.



October 18, 2019

Mr. Chuck Bluhm

BORDENTOWN WWTP

RE: EXCELL DRY POLYMER FEEDER for BORDENTOWN, QUOTE: 8-1464-191018

We are pleased to provide this quote for an EXCELL 8025-A-500/600. It can make batches from 200 to 500 gallons. The system is semi-automatic. The batch-start operation is initiated by an operator.

We propose an EXCELL Dry Polymer Feeder, Model # 8025-A-500/600. It has the following components, except for the Pump Tank, preassembled on a stainless-steel frame:

1. AC Motor Operated Auger Feeder:

- The feeder is run by a variable frequency drive TEFC motor with local speed control. The feed range is 0.4 to 3.3 lbs/min. Feed rate is PLC controlled.
- 175 lbs capacity hopper with vibrator, screen, and a clean-out port.
- Stainless steel frame, sides, and cover.
- All components are easy to access.
- A sensor monitors the hopper for low level.

2. Dehumidifying Air Heater:

- The system incorporates an air heater that provides low humidity air to the auger discharge and heats the hopper. The low humidity air keeps the polymer dry and free flowing, even in high humidity environments.

3. Polyductor:

- A PVC eductor conveys the polymer solution to the aging tank.
- The metered polymer drops into a wetting chamber.
- The chamber is flushed clean by a continuous stream of water.
- The polymer and water mixture is suctioned by the PVC eductor.
- The eductor has a nominal 25 GPM dilution water flow capacity.

4. Dilution water supply controls include:

- Strainer.
- Solenoid valve with brass body.
- Vortex flowmeter and brass flow adjusting valve.
- Water pressure gage.

5. Agitated Aging Tank:

- The tank has a 500 Gal capacity.
- It is made of polyethylene.
- The agitator is low speed, with all stainless steel wetted parts.
- Motor operated drain valve.
- A level transmitter monitors tank level.

6. Pump Tank:

- The tank has a 600 Gal capacity.
- It is made of polyethylene.
- A level transmitter monitors tank level.

7. Electrical Panel:

- NEMA 4X Stainless-Steel Enclosure.
- PLC control for improved reliability. The operator interface allows for monitoring and easily changing the feeder parameters.
- Local alarms. Contacts allow remote alarm indication.
- The PLC is an Allen Bradley Micro850.
- The PLC will provide a data log of alarms.

Required Utilities:

- Clean dilution water: 25 GPM at 25 to 80 psi.
- Power: 120 VAC, 20 Amp service.

Operation is as follows:

1. The Solution Metering Pump, by others, continuously removes solution from the Pump Tank. When the level in the Pump Tank reaches the Start Fill point, the automatic drain valve opens. The Aging Tank is drained into the Pump Tank, until the Aging Tank level reaches the Start Fill point. The valve then closes.
2. When the operator wants a new batch to be made, he inputs the desired batch size and presses the "Start Batch" button, a new batch is automatically made into the Aging Tank.
 - a. Water begins filling the tank.
 - b. When water flow is confirmed, polymer flow starts.
 - c. The agitator turns on at the proper level, and runs for a preset interval.
 - d. Water flow continues until the batch is made. By this time, the polymer has been fed and the water flow has flushed the Polyductor clean of polymer.

Your price for the Model # 8025-A-500/600 Polymer Feeder is \$ 34,572.00.

Price includes shipping; and one day of start-up assistance and operator training.

We can provide approval drawings within two weeks after order.

We can ship within 10 weeks after design approval.

Feel free to call me.

Alfonso M. Misuraca

Alfonso M. Misuraca
Senior Engineer

Terms and Conditions

Binding Contact. Unless otherwise noted in Excell Feeders' Proposal, the Proposal shall lapse automatically upon the expiration of ninety (90) day period after the date of its submission unless it has been previously accepted by *Purchaser* or revoked in writing by *Excell Feeders*. The contract incorporating these Terms and Conditions does not become a binding contract until *Excell Feeders* receives the *Purchaser's* unqualified acceptance of the Proposal or *Excell Feeders* confirms the *Purchaser's* order in writing. These Terms and Conditions are the only terms and conditions on which *Excell Feeders* contracts for the supply of *Equipment* and they are incorporated in all contracts entered into by *Excell Feeders*. Any other terms and conditions are hereby specifically rejected and therefore excluded.

Plans, Drawings and Illustrations. Proposal pages, catalogue illustrations and preliminary drawings are submitted only to show the general style, arrangement, approximate dimensions, and weight of equipment. *Excell Feeders* reserves the right to make such changes of design, construction or arrangement as it deems necessary to achieve the specifications contained herein.

Propriety and Confidential Information. This Proposal and all drawings, notebooks, operating data, specifications, and other information, data, and material (whether orally disclosed, printed, handwritten, typed, numerically or computer generated, computer stored, or otherwise) furnish to *Purchaser* by either *Excell Feeders* or any of its subcontractors or sub-suppliers shall remain the proprietary and confidential property of *Excell Feeders* or the subcontractor or sub-supplier, respectively, and shall be used by *Purchaser* only with respect to the work covered by the Contract and shall not be used by *Purchaser* in connection with any other project. Such proprietary information and data shall not be shown or made available to any third party without *Excell Feeders'* prior written consent. Neither *Purchaser* itself shall, nor shall *Purchaser* permit any third party to, reverse engineer, measure or otherwise technically examine or test *Excell Feeders'* *Equipment* without *Excell Feeders'* prior written consent. Any such proprietary and confidential information which *Purchaser* determines must be disclosed to its employees shall only be disclosed to them on a need-to-know basis for the operation, maintenance, and repair of the *Equipment* provided under the Contract, Intellectual property or patent rights which may be obtained on the basis of the information given or made available to *Purchaser* under the Contract or with respect to *Excell Feeders'* *Equipment* shall remain the exclusive property of *Excell Feeders* or its subcontractor and/or sub-supplier, respectively.

Compliance with Laws. *Excell Feeders* shall use reasonable endeavors to ensure that the *Equipment* complies in technical respect with the agreed standards and in all other respects with applicable laws, rules, regulations, codes, and standards of all federal, state, local, and municipal governmental agencies having applicable regulatory jurisdiction, as such laws, rules, regulations, codes and standards are in effect on the date of the contract; provide that: (i) the *Purchaser* will include in its specifications or will bring to the attention of *Excell Feeders* in writing any state, local or municipal laws, rules, regulations codes or standards which are different from those imposed by the federal government agencies and authorities; (ii) if any such federal, state, local or municipal laws, rules, regulations, codes or standards, are changed, or if new laws, regulations, codes, or standards or interpretations thereof are enacted or adopted subsequent to the date of the contract, which require a change in *Excell Feeders'* equipment or work, and equitable adjustment shall be made to the contract price, delivery schedule and payment terms; and (iii) *Excell Feeders* does not guarantee any compliance with, nor will *Excell Feeders* incur any liability for failure of the equipment or work to comply with, any federal, state, or local pollution control, effluent or utility control laws, rules, regulations, codes or standards.

Price and Payment. The purchase price shall be paid in accordance with the Proposal. Any right to retain due payments or to set-off counterclaims shall be excluded unless any such claim or counterclaim of the *Purchaser* is undisputed by *Excell Feeders* or has been determined by a final judgment of the competent court or arbitration panel.

Any tax or other governmental charge now or thereafter levied upon the production, sale, use or shipment of equipment ordered or sold will be charged to and paid for by the *Purchaser*. Such taxes are not covered in *Excell Feeders'* price(s) unless expressly so stated on *Excell Feeders'* Proposal.

If the *Purchaser* fails to pay by the stipulated date, *Excell Feeders* shall be entitled to interest from the day on which payment was due. The rate of interest shall be one and one-half percent (1 ½ %) per month until the payment is made in full. If *Excell Feeders* is required to expend costs and expenses in collecting any payments, *Purchaser* shall reimburse *Excell Feeders* for such costs of collection (including reasonable attorney's fees).

In case of late payment *Excell Feeders* may suspend performance of the Contract until it receives payment. If the *Purchaser* has not paid the amount due within three months of the due date, *Excell Feeders* shall be entitled to terminate the contract by notice in writing to the *Purchaser* and to claim compensation for the losses and damages it has incurred.

Deposits and pre-payments are not refundable, unless expressly so stated in *Excell Feeder's* proposal.

Force Majeure. *Excell Feeders* shall not be liable for delay or loss or damage of any kind resulting from: (i) *Purchaser* failing to supply any necessary technical data, as required; (ii) *Purchaser* failing to supply the apparatus, materials and services required; (iii) any changed in designs or specifications made subsequent to acceptance of this Proposal; (iv) failure of suppliers to furnish purchased material or auxiliary equipment within scheduled dates provided that the purchased materials or auxiliary equipment was properly ordered and appropriately expedited; (v) by any other reason beyond *Excell Feeders'* control; or (vi) any delay caused by late payments by *Purchaser*.

Excell Feeders shall attempt to overcome but shall not be liable for any loss or damage from delay in delivery of any *Equipment* or completion of any work as a result of causes of any kind beyond the reasonable control of *Excell Feeders*, including, but not limited to, strikes or other labor difficulties, war, riots, changes in laws and regulations and other acts of governmental authorities, inclement weather, fire, flood or unavoidable casualties, or any delays in transportation of materials, or inability to obtain timely delivery of materials from suppliers where such transportation or delivery has been properly procured and appropriately expedited. In the event of any such delay, *Excell Feeders* will notify the *Purchaser* within a reasonable time after *Excell Feeders* becomes aware of such cause of delay and it is agreed that the time for delivery or completion shall be extended for a period of time at least equal to the time lost by reason of the delay.

Material and Workmanship Warranty. *Excell Feeders* warrants to the *Purchaser* that the *Equipment* purchased from *Excell Feeders* is free from defects in material and workmanship. The warranty period shall be twelve (12) months from the date of *Purchaser's* initial operation using the *Equipment* but not more than eighteen (18) months from the date of delivery of the *Equipment*. Any warranty given by *Excell Feeders* shall be subject to the following: (i) the *Equipment* is installed in accordance with *Excell Feeders'* specification and instructions and is used and maintained normally and properly in accordance with *Excell Feeders'* instructions as to maintenance and operation, as set forth in written operation and maintenance manuals and instruction sheets furnished by *Excell Feeders*; (ii) the *Equipment* has not been changed without the prior written approval of *Excell Feeders*; (iii) *Purchaser* gives prompt written notice to *Excell Feeders* before the end of the warranty period specifying all alleged defects in the *Equipment* purchased; and (iv) *Purchaser* preserves and turns over to *Excell Feeders* and permits reasonable inspection by *Excell Feeders* of all allegedly defective *Equipment*, parts or items and access to the *Equipment* to observe its startup, operation, and maintenance.

This warranty shall not cover (i) any equipment furnished by *Purchaser* or any third party; (ii) any defects arising from corrosion, abrasion, use of unsuitable lubricants, freezing or other operation outside of prescribed temperature ranges, or negligent attendance or faulty operation; (iii) ordinary wear and tear (e.g., gaskets); or (iv) any defects caused by errors on the part of the *Purchaser* in not providing a suitable place in which the *Equipment* is to be located, adequate foundation works, or adequate protection against influences within or outside the place where the *Equipment* is to be located which may affect the *Equipment* or its operation (improper storage); or (v) the performance of any equipment sold by *Excell Feeders* under conditions varying materially from those under which such equipment is usually tested under existing industry standards. Notwithstanding the warranty set forth above, *Excell Feeders* shall not warrant any equipment, where the vendor of such equipment (other than *Excell Feeders*) is specified by *Purchaser*, for a period longer than warranted by the vendor.

Excell Feeders' liability is limited to the shipment of replacements for the defective parts on the equipment supplied to the purchaser. *Excell Feeders* is not liable for the removal of the defective parts and the installation of the replacement parts. The defective parts shall be returned to *Excell* within one week after the defective part is replaced. Failure to return the defective part voids the warranty on the part. Warranty does not cover shipping costs of defective or replacement parts.

In no case is *Excell Feeders* liable to purchaser or any third party for loss of profits; or any incidental, indirect, consequential, special, exemplary, or punitive damages.