



Report to the City Council  
Council Meeting of September 27, 2016

**Agenda Section:** Consent

**Subject:** Consideration and proposed approval of a Resolution approving a sole source purchase for one (1) Gear Box from Philadelphia Mixing Solutions for the Wastewater Treatment and Reclamation Plant in an amount not to exceed \$35,000

**CEQA Status:** Not a CEQA project

**Prepared By:** Steven Palmer, PE, Director of Public Works/City Engineer

**Approved By:** Jennifer Phillips, City Manager

---

**BACKGROUND**

The chlorination process at the Wastewater Treatment and Reclamation Plant (WWTRP) uses a mixer in order to properly distribute chemicals into the wastewater. Proper mixing is important to ensure the wastewater is adequately chlorinated and disinfected prior to discharge to the Napa River.

This mixer at the WWTRP was installed in 1988 and has roughly 96,000 hours of run time. The gear box part for the mixer is nearing the end of its useful life and needs to be replaced.

Without this equipment, the plant will not be able to properly treat wastewater prior to discharge to the Napa River.

**DISCUSSION**

The current mixer is manufactured and sold by Philadelphia Mixing Solutions. The gear box part is integral to the mixer and there are no aftermarket gear boxes that are compatible with the mixer. The only gear box that is compatible with the mixer is manufactured by the original equipment manufacturer, Philadelphia Mixing Solutions.

Philadelphia Mixing Solutions is the inventor, owner, manufacturer, and sole provider of the mixer equipment as well as the exclusive provider for service parts. A price quote and sole source letter from Philadelphia Mixing Solutions are included in this staff report as Attachments 1 and 2.

**Item No: 10**

St. Helena Municipal Code, Section 3.04.140 B provides that commodities or services that can be obtained from only one vendor, or one distributor authorized to sell in this area, are exempt from the competitive bidding requirements in Section 3.04.100 provided that written documentation indicating the facts and nature supporting the determination of a sole source. Approval of any sole source acquisition shall be obtained from the city council for an award of a contract or purchase order greater than twenty-five thousand dollars (\$25,000.00).

Philadelphia Mixing Solutions is the sole distributor of parts for the mixer, and a sole source acquisition is appropriate.

**FISCAL IMPACT**

The gear box will cost \$25,932.00 plus tax and shipping, for a not to exceed amount of \$35,000. Funds for the purchase of a gear box were included in the adopted FY 2016/17 Waste Water Treatment Plant operating budget.

**RECOMMENDED ACTION**

Approve the attached resolution approving the sole source purchase for one gear box from Philadelphia Mixing Solutions in an amount not to exceed \$35,000.

**ATTACHMENTS**

1. Philadelphia Mixing Solutions Quote
2. Letter of Sole Source
3. Resolution

Attachment 1



City of St Helena  
1480 Main St  
Attn Accounts Payable  
St Helena CA 94574  
United States  
P: 707-968-2758  
F: 707-963-7748  
E: jamesk@ci.st-helena.ca.us

Philadelphia Mixing Solutions  
1221 East Main St.  
Palmyra PA 17078  
United States

T: 717-832-2800

Sales Person: Pacific Water Resources

Email:

Phone:

Quote Number: 63211

Date: 9/2/2016  
Expires: 10/2/2016  
Reference:

Prices are quoted PPD/ADD  
To obtain the special ratio of 29/125, add \$3,875 to order.

Line	QTY	UM	Part	Description	Unit Price	Price Ext.
2	1.00	EA	A5BZBJ-00000-001	3805 s, PTO, 29.125	25,932.00	25,932.00

Lead Time: 16 weeks

**TOTAL \$: 25,932.00**

**Shipment Method:**

**Payment Terms: Net 30 Days**

The standard lead time mentioned herein is based upon current shop load and inventory; shipment of the equipment and spare parts can be made approximately at the time noted, either after the receipt of a purchase order (ARO) or the release for manufacture by the customer (ARAD) Manufacturing lead time is to be confirmed at receipt of order, and it may be subject to change in circumstances where parts are unavailable or current shop workload does not allow for timely manufacturing. All prices are FOB Palmyra and do not include lowest motor freight to jobsite. Expedited Delivery available upon request.

**NOTICE**

The Materials contained in this presentation are deemed confidential and proprietary work product of Philadelphia Mixing Solutions, Ltd. Any reproduction, distribution, or sharing of the contents, in whole or in part, with an individual or entity other than the direct recipient of this material, its authorized agents, or employees is strictly prohibited. Philadelphia Mixing Solutions, Ltd. retains all rights herein.

PHILADELPHIA MIXING SOLUTIONS, LTD.  
STANDARD TERMS AND CONDITIONS OF SALE

**GOVERNING TERMS**

These terms and conditions and those stated in Seller's proposal or quotation shall exclusively govern the transaction of sale of goods between Customer and Philadelphia Mixing Solutions, Ltd., a Pennsylvania Corporation ("Seller"), described on the front side of this form, provided that any terms set forth on the front side hereof or in Seller's quotation which differ from, conflict with or add to the terms set forth below shall govern. Seller hereby objects to any additional, conflicting or different terms or conditions proposed by Customer prior or subsequent to the date hereof, including any such terms or conditions contained in the Customer's order or other Customer document. Acceptance of Seller's offer or counteroffer by acknowledgement is expressly limited to these Terms, which may not be modified except in writing, executed by the President or a Vice President of Seller.

**GENERAL**

Stenographic and clerical errors are subject to correction. All price lists and discount schedules of Seller are subject to change without notice. Further, unless otherwise stated on the front side of this form, if the delivery date of a product sold hereunder is more than three months after the order date, Seller may assess an additional fee to compensate Seller for any increase in raw material costs incurred between the date of order and date of delivery.

**PROPRIETARY MATERIAL**

All specifications, drawings, technical data and engineering information supplied to Customer by Seller constitute Seller's proprietary intellectual property, shall be used solely in connection with this order, shall not be disclosed to others without Seller's written consent and shall be returned upon request.

**DISPUTES**

All disputes, claims or controversies arising out of or in any way relating to the sale of products by Seller to Customer shall be governed by Pennsylvania law without regard to conflicts of law and shall be settled by arbitration in accordance with the rules for Construction Industry Arbitrations of the American Arbitration Association with all proceedings to be held in Philadelphia, Pennsylvania.

**STANDARDS**

The standards of the American Gear Manufacturers Association will be used and shall govern where applicable in the manufacture of gears and gear drive assemblies, unless Seller expressly agrees otherwise in writing.

**WARRANTY**

Subject to the qualifications set forth below, Seller warrants that for a period of one year after delivery to Customer the products sold to Customer (i) will be free from defects in materials and workmanship and (ii) in the case of mixers and aerators, will be fit to perform the specific function for which they are intended. Seller's warranty of fitness to perform the specific function for which intended is expressly conditioned upon (A) Customer's furnishing to Seller in writing accurate and complete data regarding the mixing and design conditions under which the products will be used and (B) the use of such products solely under the mixing or design conditions so described. Seller shall have no responsibility for the accuracy or reliability of specifications, design conditions or other data furnished by or on behalf of Customer or the ultimate user.

Materials exposed to process are not warranted against corrosion or other deterioration due to exposure to vessel contents. Customer is solely responsible to determine the integrity of such materials. Seller warrants only that (i) in the case of materials selected by Customer, the materials used will conform to Customer specifications of such materials and (ii) in the case of materials not specified by Customer, the materials shall be Seller's standard materials of construction for out-of-tank components.

Seller shall not be responsible for any defects in any components (such as gears, shafts, bearings, or motors) furnished by others, and Customer shall look solely to the manufacturer or supplier of such component its exclusive remedy with respect thereto.

Seller's warranties shall be void if the product is not used strictly in accordance with all instructions as to storage, handling, maintenance, lubrication, installation, startup, operation and safety set forth in the manuals and instruction sheets furnished by Seller.

At Seller's sole discretion, Seller may authorize repairs services to be performed by others. Seller shall have no responsibility for repairs made outside Seller's plant unless such repairs are effected in accordance with Seller's written authorization and shipped to such other repair facility strictly in accordance with Seller's instructions.

This limited warranty is exclusive and is in lieu of all other warranties whatsoever express and implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose. Any sample that may be provided by Seller shall not constitute a warranty that the products will conform to the sample. There are no oral statements, promises, representations or other warranties collateral to or affecting this limited warranty.

**LIMITATIONS OF REMEDIES AND LIABILITIES**

Seller's sole liability and obligation for a breach of the warranty or any other provision of these terms shall be to repair or replace the specific nonconforming products (or part) discovered during the one year warranty period or to credit or refund the purchase price actually paid for such nonconforming products (or part), as Seller may elect.

Such product (or part) shall be shipped to Seller as specified below under "Items Shipped to Seller". Without limiting the foregoing, under no circumstances shall Seller be liable for any expenses for removal of allegedly defective product (or part) for inspection, replacement or repair or for installation costs of repaired or replaced product (or part).

Seller's liability on any claim, whether grounded in contract, tort (including negligence), any theory of strict liability or otherwise, of any kind for any loss or damage arising out of or in connection with or resulting from the sale of the products hereunder or the performance or breach hereof or the products or their performance or use is limited solely and exclusively to the remedies provided above and no other right or remedy will be available to Customer or to any person or entity. Seller will in no event be liable to any person or entity for any indirect, special, incidental, consequential, liquidated or punitive damages, any fines or penalties of any kind, any loss of profits or any other economic loss, whether or not foreseeable, to any person, property or entity, in connection with or arising out of the furnishing, performance or use of the products, whether grounded in contract, tort (including negligence), any theory of strict liability or otherwise.

All claims for breach of any of Seller's warranties shall be barred unless Customer notifies Seller of such breach in writing within 30 days of discovery of the breach.

**INSPECTIONS AND REJECTIONS**

Customer shall promptly inspect all shipments of material upon delivery for physical defects, conformity to specifications and completeness including all components necessary for installation and shall notify Seller in writing of all defects, non-conformities or missing items within 15 days of delivery. Thereafter, the shipment shall be deemed accepted and assumed to be complete and Seller shall have the right to impose additional charges for allegedly missing items later requested by Customer. Defects not impairing satisfactory operation of the equipment shall not be a ground for rejection. Seller reserves the right to inspect allegedly defective goods at point of delivery or ship them to a destination of its choice. No material shall be refunded without Seller's written permission.

**MATERIAL FURNISHED BY CUSTOMER**

Materials which Customer furnished for incorporation into any order shall be shipped as specified below under "Items Shipped to Seller". If material defects are found by Seller in materials furnished by Customer, Seller may notify Customer and charge it for all expenses incurred by Seller through the date of discovery of the defect. If minor defects can be repaired by Seller, Customer shall pay extra charges as are necessary to cover repair work. Shipment dates for orders where Customer furnishes material are predicated on timely receipt of such material free from defects. If any material furnished by Customer is damaged by Seller, Seller's responsibility shall be limited to the replacement cost of the material and Seller shall not be liable for any consequential or incidental damages.

**CANCELLATIONS**

Orders placed by Customer may not be cancelled without Seller's written consent. If an order is cancelled by Customer, Customer will indemnify Seller against all loss, damage or expense incurred due to cancellation, including but not limited to the cost of special materials, non-resalable goods completed or in process, labor, engineering time, overhead, profit and reasonable attorneys' fees incurred to collect such losses from Customer.

**SHIPMENT**

Unless otherwise quoted, shipments are F.O.B. Seller's plant. Seller's responsibility ceases upon delivery to the carrier. Delivery to destination is not guaranteed by Seller. Claims for loss or damage in transit must be made by Customer against the carrier. In the absence of shipping instructions, Seller reserves the right to ship all material upon completion by the common carrier of its choice.

Shipping dates are approximate and are based upon all information necessary to commence manufacture. Completion and shipment may be subject to delays due to causes beyond the reasonable control of Seller or its suppliers, including, without limitation, labor disruptions, labor strikes, accidents, unusually severe weather, fires or other casualties or acts of God or government.

**DEFERRED SHIPMENTS**

Shipments may not be deferred beyond the specified shipment date without Seller's written consent. When shipping is deferred for Customer's convenience or due to lack of shipping instructions, failure to complete credit arrangements satisfactory to Seller, late delivery of customer supplied material or other cause attributable to Customer, Customer shall pay storage charges, interest and any other expenses incurred by Seller due to the delay. Orders on which delivery is deferred shall be invoiced upon completion of manufacture and are subject to a finance charge of at the rate of 18% per annum from time of invoice.

**ITEMS SHIPPED TO SELLER**

All items shipped to Seller (including, without limitation, items being shipped for warranty work, returns of rejected materials, items being shipped to Seller for inspect and repair work and materials furnished by Customer for incorporation into any order) shall be shipped to Seller F.O.B. Seller's plant or F.O.B. at such other location as may be designated by Seller, freight prepaid by Customer. Without limiting the foregoing, Customer is responsible for insuring that all such items are securely and appropriately packed and in no event shall Seller be responsible for any loss or damage incurred in shipping any such item.

**TAXES**

If prices are not stated on the front side hereof to include sales, use, excise or other taxes, then when required by law, taxes will be billed and collectible as a separate item at time of shipment unless proof of a valid exemption satisfactory to the taxing authority is provided to Seller.

**TERMS OF PAYMENT**

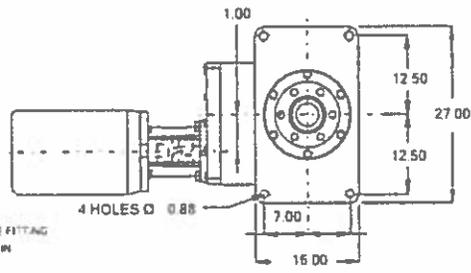
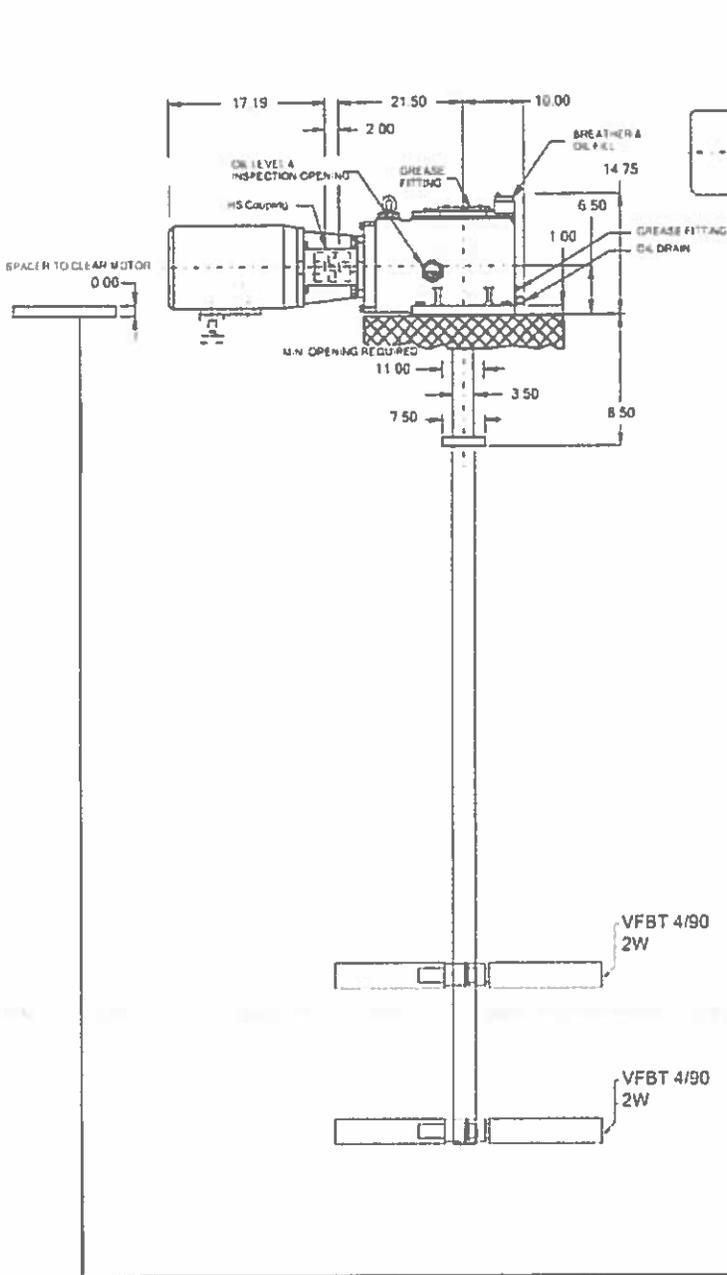
Unless otherwise agreed, payment terms are net 30 days from the date of invoice. Invoices are dated upon shipment or, if shipment is delayed by Customer, as of the completion of manufacture. If payment is not made when due, Customer shall pay Seller a finance charge of 1.5% per month. No retainages shall be deductible from or withheld by Customer from payments due Seller. Under no circumstances shall Customer have the right to delay payment until its receipt of payment from the ultimate user or other third party. Seller shall be entitled to recover its reasonable attorneys' fees incurred in connection with collection of all or a portion of the purchase price and/or reasonable additional charges from Customer.

Serial Number

Drawing Number:

Equipment Number:

Rev:



Neck Height BOTTOM VIEW

**Caution**

- 1. All dimensions are in inches (unless stated otherwise)
- 2. Mounting hardware provided by others
- 3. Mixer design loads include suitable service factor
- 4. This drawing is not to scale

**Customer Information**

Customer Name  
**82DDZ1221-1**  
 Project Name

Customer PO No. Customer Inquiry No.

Order No. Drive & Motor PMSL Inquiry No.  
**3855M-S** 47.10 : 1 PTOB 3.5 Intank  
 Drive Type Gear Ratio Mount Type

38.2 CW 1.25(15000hrs)  
 Nominal RPM Spn Service Factor Bearing Life

5.00 HP 1800 184TC  
 Motor HP RPM Frame

TEFC NEMA MILL/CHEM Premium  
 Enclosure Duty Efficiency

Tank & Environment

Open Tank Flat  
 Top Head Bottom Head

Flat 4 0.00 in 0.00 in  
 Baffles Type Baffles No. Width Length

9400 30 gal 1.00 S.G 1.00 cP  
 Liquid Volume Density Viscosity

14.70 PSI 68.00 °F 0.00  
 Process Pressure Temperature Solids Conc

Wetted Parts

S/S 316 S/S 316  
 Wetted Parts Material Hardware Material

Impeller Manufacture Method Hub Mounting Method

Mixer Design Loads

2513 lb 13568 lb in  
 Static Weight Weight Moment

16456 lb in 25963 lb in  
 Dynamic Torque Dynamic Moment

149 lbs  
 Dynamic Shear

Weight

905 lb 100 lb  
 Gearbox Motor

671 lb 1676 lb  
 Wetted Parts Total

THE MIXER SUPPORT STRUCTURE MUST BE LEVEL WITHIN 0.12" AND IS TO BE DESIGNED SUCH THAT THE DYNAMIC ANGULAR DEFLECTION OF THE DRIVE IS LIMITED TO 0.12" IN ANY DIRECTION.

TANK, BAFFLES, MIXER SUPPORT AND MOUNTING HARDWARE BY OTHERS

THIS DRAWING IS THE PROPERTY OF PHILADELPHIA MIXING SOLUTIONS, LTD AND IS SUBJECT TO RETURN UPON REQUEST. IT IS TO BE USED ONLY FOR THE PURPOSE FOR WHICH IT WAS EXPRESSLY LOANED AND IT IS NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF THIS CORPORATION.

Approved (Initial) Date Page 1



1221 East Main Street • Palmyra, PA 17078  
Phone: 717.832.2800 • Fax: 717.832.1740  
[www.philamixers.com](http://www.philamixers.com)

---

8/02/2016

City of St. Helena  
(707) 967-2878  
Attn: Jarratt Rossini

Dear Jarratt,

Philadelphia Mixing Solutions, Ltd. designs and manufactures equipment for the water and wastewater industries. All of the equipment and components are designed according to each application per a set of specifications, tolerances and standards. Philadelphia Mixing Solutions, Ltd is the only supplier of its named equipment and is not distributed or sold by other companies.

Philadelphia Mixing Solutions Ltd. is represented by Pacific Water Resource in the State of California.

Chris Knecht  
General Manager  
717-269-8929  
[cknecht@philamixers.com](mailto:cknecht@philamixers.com)

**CITY OF ST. HELENA**

**RESOLUTION NO. 2016-**

**APPROVING A SOLE SOURCE PURCHASE FOR ONE GEAR BOX  
FROM PHILADELPHIA MIXING SOLUTIONS IN AN AMOUNT  
NOT TO EXCEED \$35,000**

**RECITALS**

- A. The chlorination process at the Wastewater Treatment and Reclamation Plant (WWTRP) uses a mixer in order to properly distribute chemicals into the wastewater.
- B. The mixer at the WWTRP was installed in 1988 and has roughly 96,000 hours of run time.
- C. The gear box part for the mixer has reached the end of its useful life and needs to be replaced.
- D. Philadelphia Mixing Solutions is the inventor, owner and sole manufacturer of the mixer equipment as well as the exclusive provider for service parts.
- E. Funds for the purchase of a gear box were included in the adopted Fiscal Year 2016/17 budget.
- F. St. Helena Municipal Code, Section 3.04.140 requires City Council approval for sole source purchases greater than \$25,000.
- G. Philadelphia Mixing Solutions has provided a firm quotation for the specified machinery and documented its status as the one distributor of the specified machinery authorized to sell in this area to the satisfaction of the Director of Public Works.

**RESOLUTION**

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. Approve the purchase of one (1) gear box, from Philadelphia Mixing Solutions, of Palmyra, Pennsylvania, in an amount not to exceed \$35,000.

Approved at a Regular Meeting of the St. Helena City Council on August 27, 2016 by the following vote:

Mayor Galbraith: \_\_\_\_\_  
Vice Mayor White: \_\_\_\_\_  
Councilmember Crull: \_\_\_\_\_  
Councilmember Dohring: \_\_\_\_\_  
Councilmember Pitts: \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Alan Galbraith, Mayor

\_\_\_\_\_  
Cindy Black, City Clerk