RESOLUTION 2026-10

A RESOLUTION OF THE UPPER MONTGOMERY JOINT AUTHORITY, MONTGOMERY COUNTY, PENNSYLVANIA

AUTHORIZING THE APPROPRIATE OFFICERS TO MAKE APPLICATION TO THE PENNSYLVANIA LOCAL SHARE ACCOUNT GRANT PROGRAM FOR THE WWTP PRIMARY CLARIFIER REPLACEMENT PROJECT

WHEREAS, Upper Montgomery Joint Authority (hereinafter "UMJA") is a municipal authority organized and existing under the Pennsylvania Municipality Authorities Act of 1945, as amended; and

WHEREAS, UMJA has constructed, owns, and operates sanitary sewage collection and treatment facilities in East Greenville, Pennsburg, and Red Hill Boroughs, and a portion of Upper Hanover Township, Montgomery County, Commonwealth of Pennsylvania; and

WHEREAS, the Authority Engineer and Executive Director identified the need to remove and replace, with new, the primary clarifier drive and related components, including, but not limited to, removing the existing and installing a new motor, mechanical speed reducer, precision main bearing designed for a continuous torque of 6,000 ft-lbs, the existing handrail around the drive on the platform, approximately 100 l.f. of 12" wide rubber Scrapper for the bottom rake arms, and safety features, and electrical work to disconnect and reconnect power to the clarifier (the "***WWTP Primary Clarifier Replacement Project***"); and

WHEREAS, the "***WWTP Primary Clarifier Replacement Project***" will improve the reliability and efficiency to wastewater treatment processes at the Wastewater Treatment Plant by replacing outdated equipment with modern energy efficient equipment; and

WHEREAS, The Commonwealth Financing Authority has created a local shares account grant program that is funded from revenue obtained from the Pennsylvania Race Horse

Development and Gaming Act to make funds available to Municipal Authorities for projects that are in the public interest and improve the quality of life of citizens in the community; and

WHEREAS, UMJA desires to apply for and submit the ***WWTP Primary Clarifier Replacement Project*** for funding to the Pennsylvania Local Share Account Grant Program (hereinafter "LSA").

NOW THEREFORE, be it **RESOLVED**, and it is hereby **RESOLVED**, that:

1. UMJA requests a LSA Grant from the Commonwealth Financing Authority to be used for the "***WWTP Primary Clarifier Replacement Project***" in the amount of **One Hundred Seven Thousand Two Hundred Forty Seven & 00/100 ($107,247.00) Dollars**.

2. UMJA designates William Ingram, Chair, Donna Paul, Vice Chair, Kimberly Gery, Secretary, Ryan Pugh, Treasurer, and Jennifer Leister, Executive Director as the official(s) to execute all documents and agreements between the Upper Montgomery Joint Authority and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

RESOLVED AND ADOPTED this 10th Day of November 2026.

UPPER MONTGOMERY JOINT AUTHORITY

BY: William Ingram
(Vice) Chair

ATTEST: Kimberly Gery
Kimberly Gery, Secretary

CERTIFICATION

I, Kimberly Gery, Secretary of the Board of Directors of the Upper Montgomery Joint Authority, hereby certify that the forgoing is a true and correct copy of Resolution adopted by a majority vote of the Upper Montgomery Joint Authority Board of Directors at a regular meeting held on November 10, 2026 and has been recorded in UMJA's minutes and remains in effect as of this date.

SEAL

Kimberly Gery
Secretary

Spotts, Stevens and McCoy
1047 N. Park Road > Reading PA 19610-1339
610.621.2000 > F. 610.621.2001 > SSMGROUP.COM

WWTP Primary Clarifier Replacement Project

Description:	Clarifier Project	Prepared By:	DLB
Date:	October 31, 2026	Checked By:	BEL
Revision:			

Line Item	Description and Location	Quantity	Unit
1	**Clear Stream Environmental - Furnish Replacement Clarifier Drive for Primary Clarifier, including:** Supply one (1) PRE Model C31A Circular Clarifier Drive Mechanism for installation by others for a 56' diameter x 12' SWD; Supply the following: 1/2 HP, 3 phase, 480 Volt, 60 Hertz, motor, mechanical speed reducer, and precision main bearing designed for a continuous torque of 6,000 ft-lbs., Supply cage adapter.	1	LS
2	**Worth & Company, Inc. - Install Replacement Clarifier Drive for Primary Clarifier, including:** Supply all labor and equipment to remove the existing drive and platform for Primary Clarifier, Supply all labor, materials, and equipment to install temporary bracing for the existing equipment, Supply all labor, materials, and equipment to install new owner supplied drive for Primary Clarifier, Supply all labor, materials, and equipment to remove and reinstall the existing handrail around the drive on the platform, Supply all labor, materials, and equipment to install approximately 100 lf of 12" wide rubber Scrapper for the bottom rake arms, and, Supply all labor, materials, and equipment to install caulk at the weirs.	1	LS
3	**BSI - Electrical Work for Clarifier Drive** Supply all labor, materials, and equipment to remove and reinstall power to the clarifier.	1	LS

PROPOSAL NO. AMP24-072 REV. 2

PROPOSAL

PROJECT NAME:	**Upper Montgomery, PA**
ENGINEER:	
SPECIFICATION NO:	**None**
PROPOSAL DATE:	**September 22, 2026**
EQUIPMENT:	**One (1) Center Column Cage Drive Unit**

ClearStream Environmental

9090 South 300 West
Sandy, UT 84070

Phone:	**801-676-1890**
Fax:	**801-676-1893**
Contact:	**Ryan Arbuckle**
Email:	**ryan.a@clearstreameng.com**

ClearStream Representative:

Agency:	**Sherwood Logan**
Contact:	**Ed Zalewski**
Phone:	**610-207-3200**
Email:	**ezalewski@sherwoodlogan.com**

MECHANICAL DESCRIPTION

One (1) enter column mounted precision bearing cage drive to drive the rake arms. The drive unit shall consist of the following:

- One center column mounted precision bearing cage drive to drive the rake arms.
    - Rake drive, PRE Model C31A, is a low-speed, high-torque, totally enclosed gear drive with positive overload protection. The drive consists of a 1/2 HP, 3 phase, 480 Volt, 60 Hertz, motor, mechanical speed reducer, and precision main bearing designed for a continuous torque of 6,000 ft-lbs. The main bearing carries a ten-year warranty.
    - Cage adapter shall be included.

FIELD SERVICE:

Field service shall consist of two (2) trips for a total of up to three (3) days for field measurement, drive checkout and operation instruction.

LIMITS AND EXCEPTIONS:

Proposal and pricing does not include:

- Control Panel.
- Installation of tanks, mechanisms, instrumentation, and control valves, etc.
- Electrical Interconnection Diagrams or Electrical Control Panel, unless called out in the proposal.
- Field coating of tanks and mechanisms.
- Anchor Bolt adhesive
- First fill of lubricants for drive units
- Field wiring of electrical or instrumentation,
- Civil work including excavation, foundations, sidewalks, roads, curb and gutters or gravel surrounding the mechanism, platforms or buildings.

PRICING

Pricing for the described equipment is as follows. The prices quoted do not include sales, excise, or other similar taxes. All associated taxes shall be paid by the Purchaser or, in lieu thereof, Purchaser shall provide ClearStream Environmental with a tax exemption certificate acceptable to the taxing authorities. If ClearStream Environmental is required to pay such taxes, a service fee of 10% of the tax amount will be charged to the Purchaser.

One (1) C31 Drive Unit **$ 72,151**

Shipping is quoted as PP&A FOB factory. It is the responsibility of the contractor to check all components at receiving and issue all claims for damage or missing parts due to transport within 48 hours of receipt of equipment.

Additional Field Service for start-up and training is billed at $1,800 per day plus customary expenses. Travel days are billed at the daily rate. Four-week advance notice is required for field service coordination and scheduling. Any costs associated with less notice will be added to the contract price.

Schedule:

Submittal Drawing Schedule:	4 to 6 weeks after receipt of PO
Owner Review	2 weeks
Standard Delivery	16 to 18 weeks after receipt of Approved Submittals

Payment Terms and Conditions:

25% Upon Submittal
25% Upon Material Order
45% Upon shipment of drive unit
5% Upon Checkout

Terms are net 30 from billing. Late payment penalty is applied at 1.5% per month plus a monthly $50 billing fee.

Pricing is based on acceptance of these payment terms. Any modifications to these terms may result in a price increase.

Items that are not specifically stated in the above proposal are not included.

STANDARD TERMS AND CONDITIONS

PRICE CONDITIONS: The price quoted herein shall remain in effect for a period of thirty (30) days of proposal date.

DELIVERY: Delivery of the equipment quoted hereunder shall be made F.O.B. factory with full freight allowed unless noted otherwise. Shipping dates are approximate and are based upon receipt of all necessary information. ClearStream shall not be liable for damages caused by delays due to strikes, riot, warfare, act of God, accidents or other contingences beyond reasonable control of ClearStream.

DAMAGES: ClearStream Environmental shall in no event be liable for anticipated profits or consequential damages on the part of the owner/purchaser.

TERMS OF PAYMENT: ClearStream Environmental shall invoice as stated in the Payment section of this proposal. Payment is due, unless otherwise stated, net thirty (30) days.

TAXES: If the project is tax exempt, Purchaser is responsible to provide tax exempt documentation. If the project is not tax exempt, it is the responsibility of the Purchaser to pay all taxes associated with the equipment purchase. ClearStream Environmental does not process local or state taxes unless legally required to do so. If ClearStream must process taxes via the equipment contract, Purchaser is responsible to correctly calculate the amount. Taxes then will be billed as a separate line item on the final invoice with a 10% service fee.

WARRANTY: ClearStream Environmental shall warrant the equipment for one (1) year against defects in workmanship or material and reserve the right to repair or replace the defective parts. Equipment not manufactured by ClearStream Environmental shall carry the warranty of the manufacture thereof. ClearStream Environmental makes not warranties, expressed or implied, other than as herein expressed.

TITLE: Title to the equipment sold hereunder shall remain in the possession of ClearStream Environmental until the purchase price is paid in full. The purchaser shall do all acts necessary to protect and maintain the equipment until title is exchanged.

CANCELLATION: All order cancellations are subject to the following;
12% of contract amount if cancelled after issuance of order, or Letter of Intent.
18% of contract amount if cancelled after Submittal Drawings have been issued.
22% of contract amount if cancelled after receipt of Approved Drawings.
Once the project is sent for fabrication and manufacturing, the cancellation charge will be 26% of contract amount plus the cost of procured materials, labor, and 18% overhead on those items.
Once in fabrication, cancellation charge will be full contract amount.

BACKCHARGES: Unless stated otherwise, in writing, by ClearStream, any deviation from this policy will result in ClearStream declining any and all submitted back charges or change order requests.

1) Missing / damaged equipment: Upon arrival of material on-site, any hardware determined to be missing or damaged, must be identified, documented, and written notification be given to ClearStream within two business days of the truck arrival. Damaged equipment must be identified and photographed prior to off-loading the delivery truck. If notification is not received within this time-frame, ClearStream will not accept responsibility to repair or replace the equipment in question. Issues regarding coating damage are covered in note 3 below.

2) Non-conforming equipment: If a component or sub-assembly is found to be incorrect (design mistake, fabrication error, field damage, etc.), ClearStream must be notified as soon as possible, and the issue discussed with the appropriate project manager. Following an initial investigation and discussion, a ClearStream change order approval form must be filled out and submitted to ClearStream. The completed form must describe the issue, proposed resolution, and a not-to-exceed amount for the rework, repair, or replacement of the item in question. Once this form is completed, and the price is agreed to by an authorized ClearStream representative, written approval will be granted to complete the work. Once a change order approval form is completed and accepted, the amount noted in the form is the final agreed to charge for the issue noted.

3) Coatings: Any damage to the factory coatings applied to ClearStream supplied equipment must be noted and documented (photographs, identifications of locations and extent of damage, etc.) at the point of delivery prior to off-loading the shipment. Written notification to ClearStream must be received within two business days, with supporting documentation. Any damage that occurs to the coating during storage or installation (nicks, scratches, etc.) is considered normal installation handling damage, and should be touched up after assembly per the coating manufacturer's procedures. ClearStream will not accept any warranty claims or back charges related to touch up due to incidental handling issues. If coating repair is required for any equipment modification authorized by ClearStream, the cost of this activity must be included in the change order not-to-exceed authorization form (See Note 2 above). Other instructions and recommendations regarding coatings systems are included in the O&M manual for reference.

4) Site visit by ClearStream personnel: If a field problem is encountered, and a visit by a ClearStream representative is required, a Purchase Order to ClearStream with a not-to-exceed amount for the trip must be issued. If the field investigation reveals that the issue is indeed ClearStream's responsibility, the Purchase Order will be cancelled, and ClearStream will assume financial responsibility for the cost of the site visit.

Any modifications, changes, alterations, etc. to the equipment without the express written consent of ClearStream will void the company warranty related to the supplied equipment.

WORTH & COMPANY, INC

Upper Montgomery Joint Authority Clarifier Drive Replacement
10/26/2026

Costars 016-E22-201

We are pleased to submit for your consideration our Proposal for the Mechanical Construction work for the above-mentioned project. All work on this project will be performed in strict accordance with OSHA Safety requirements. This proposal is based upon our interpretation of the site visit.

The following additional items are presented to clarify, qualify or exclude certain items of work:

A. Scope of Work:

1) Supervision necessary to replace the drive for Primary Clarifier #3A and place in service.
2) Supply all labor and equipment to remove the existing drive and platform for Primary Clarifier #3A.
3) Supply all labor, materials, and equipment to install temporary bracing for the existing equipment.
4) Supply all labor and equipment to install one (1) new owner supplied drive for Primary Clarifier #3A.
5) Supply all labor, materials, and equipment to remove and reinstall the existing handrail around the drive on the platform.
6) Supply all labor, materials, and equipment to install approximately 100 lf of 12" wide rubber Scrapper for the bottom rake arms.
7) Supply all labor, materials, and equipment to install caulk at the weirs.
8) ~~Supply all labor, materials, and equipment to remove and reinstall power to the clarifier and late.~~
9) Prevailing Wages

B. Exclusions:

1) Allowances
2) Removal or disposal of asbestos or similar contaminated materials
3) Bond
4) Sales Tax
5) Gas Company and Electric Company Service Fees
6) Structural Steel
7) Concrete repairs
8) Concrete coatings
9) Painting
10) Pressure washing of weirs and baffles prior to caulking
11) Controls of the drive
12) Lubricants needed for start-up
13) Electrical
14) Permits

C. We assume the following will be provided at no charge:

1) Access to construction water
2) Temporary sanitary facilities
3) Sufficient power/temporary power including OSHA approved temporary lighting
4) One reproducible copy of construction documents and CAD files

D. Clarifications:

1) Any items not mentioned above or included in the scope of work, are excluded from this proposal.

E. Terms and Conditions:

1) Sales tax has been included as applicable. Any increases prior to an award of a contract will require an adjustment to this proposal.
2) This bid is subject to or conditioned upon our acceptance of the terms of the subcontract agreement inclusive of our standard amendments.
3) Final payment including retention, if any, and payment for all changes to be paid within 30 days of completion of our scope of work, as identified in this proposal.
4) Worth & Company, Inc. shall not be liable or responsible for delays or costs in completion/execution of work resulting from or caused by occurrences beyond its control, including unexpected or significant material price increases.
5) Work to be performed in accordance with a mutually agreed upon construction schedule.

WORTH & COMPANY, INC

Upper Montgomery Joint Authority Clarifier Drive Replacement
10/26/2026

F. **Pricing**

Base Bid:	**$20,470.00**
Bond: Add	1.5%
Permits: Add	At Cost

If you have any questions or are in need of further assistance, please contact me. Thank you for the opportunity to submit this proposal. This proposal is valid for **45** days.

Sincerely,

Steve Miller

VP-Industrial

215-255-5169

CC: industrialbidding@worthandcompany.com

Attachments **None**

BSI
Electrical
Electronic
Contractors

September 25, 2026

Attn: Jason Dipietro
Upper Montgomery Joint Authority
1100 Mensch Dam Road
Pennsburg, PA 18073

Re: Upper Montgomery Joint Authority WWTP Clarifier Retro Fit

Dear Jason,

Below is my proposal to disconnect and replace the electrical raceways/wire, supports, disconnect, HOA station and GFCI outlet on Primary Clarifier to support the retrofit project. The lighting fixture will be reused.

Proposal Cost $7,900.00

- Disconnect and remove raceways, wire, electrical equipment for plateform/bridge removal
- Install ¾" Rigid Al conduit and XHHW wiring from existing junction box to plateform to support mechanism motor, torque switch, light, outlet and HOA station
- Assist with startup as needed

No costs are included for bonds, permits, inspections and drawing review.

If you have any questions, please feel free to contact me in the office at any time. All hours in this proposal are during normal business hours 7am-3:30pm.

Sincerely,

Robert O. Taylor II

Robert O. Taylor II, P.E.

COSTARS
1) COSTARS Contract Number: 016-E22-267
2) COSTARS Solicitation Number: COSTARS-16
3) SAP Vendor Number: 179109

BRENDAN STANTON, INC
COSTARS Vendor No. 179109
416 Stump Road • Montgomeryville, Pa 18936
Phone: (215) 699-7700 • Fax: (215) 699-7785