



PUBLIC WORKS DEPARTMENT
MEMORANDUM #2014 – 35

DATE: July 28, 2014
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: John Pick, City Manager 
David H. Willett, Director of Public Works 
SUBJECT: Council Resolution *CR-80*
Purchase Order – Evoqua Water Technologies, LLC

BACKGROUND

In recent weeks, the Public Works Department has received several complaints from the North Creek Farms community regarding odors coming from the Wastewater Treatment Plant. Complaints vary from year-to-year but generally do not exceed a few per week during the hottest periods of the summer. Note that as the North Creek development progresses further to the north and closer to the plant, the potential for noticeable odors becomes greater. This year the Colorado Department of Public Health and Environment (CDPHE) became more involved and have requested that we treat the biosolids lagoons directly with chemicals. In anticipation of this request, staff contacted Evoqua Water Technologies, LLC (our current chemical vendor) for a proposal to include: the treatment chemical known as Bioxide®, and the equipment necessary for the initial application and follow-up dosing.

In 2007, staff started injecting bioxide at Lift Station A to minimize/prevent odors from forming in the nine-mile long force main. This type of chemical treatment has been effective in controlling the force main odors for the past seven years. Therefore, staff and the CDPHE, and our chemical supplier, believe that there is high probability that this methodology will reduce the surface odor that occurs directly above the biosolids lagoons.

Additional Council information – Staff has received bids for the engineering/design of the Headworks project. Award of engineering/design is anticipated in late summer this year. The project construction is expected to begin late 2015 or early 2016. The project will have technology to help address odors.

BUDGET/TIME IMPLICATIONS

The proposal received from Evoqua Water Technologies LLC includes a one-time high dose of Bioxide® and sixty days of maintenance dosing. The estimate for this treatment is \$45,500.00. Funding is available in the 2014 Wastewater Operation/Chemicals and Compounds account.

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would allow the City Manager to issue a Purchase Order to Evoqua Water Technologies LLC in the amount of \$45,500.00.

Staff recommends approval of this Resolution.

July 28, 2014
Purchase Order for Bioxide Treatment

STAFF REFERENCE

Raymond Reling – PW Superintendent, Utilities rreling@northglenn.org or 303.450.4049

ATTACHMENTS

Evoqua Quote No. Q140318Lf1r3



July 23, 2014

Bruce Joslin
Northglenn Wastewater Treatment Facility
5445 Weld County Road 2
Brighton, CO 80603
Office: (303) 457-0931
Email: bjoslin@northglenn.org
cc: Ray Reeling (rreeling@northglenn.org)

**RE: NORTHGLENN, CO - BIOSOLIDS LAGOON 3 EAST; 45 WELD COUNTY ROAD 2;
BRIGHTON, CO
Evoqua Quote No. Q140318LF1r4**

Thank you for choosing Evoqua Water Technologies LLC for your odor control needs. Evoqua is pleased to offer the following proposal for the supply of odor control solutions and additional equipment under the current Full Service Odor Controlsm Program for the City of Northglenn, CO.

Evoqua is a well established supplier of odor control products and services. Evoqua personnel are experienced in the application and handling of odor control products, many with over 15 years of experience. Evoqua Full Service Odor Controlsm programs also include a level of service and commitment we believe is unmatched by any other company in the country.

Evoqua understands that the City of Northglenn is having odor issues primarily from the 5,000,000 gallon Biosolids Lagoon 3 East (dissolved sulfide concentration of 11 mg/L). As a result, Evoqua is proposing the dosing of Bioxide[®] as means to control hydrogen sulfide off gassing. Due to the septic condition of the Lagoon 3 East, Evoqua proposes slug dosing one full truck (4000+/- gallons) of Bioxide[®] into the Lagoon. With a second continuous feed of around 150 gallons per day of Bioxide[®] into the sludge line (estimated average daily feed rate of 150,000 gallons per day) flow from the wastewater treatment facility to the lagoon. This maintenance doses would be required to keep a residual of Bioxide[®] in the Lagoon. Hydrogen sulfide is normally the predominant sewage odor problem. However, other odorous sulfur compounds such as mercaptans and organic sulfides can also contribute to odor problems. The biological environment created by Bioxide[®] solution will effectively remove these problem compounds as well.

1.0 SCOPE OF SERVICES

1.1 Odor Control Solution

Evoqua shall provide one full truck load (4000+/- gallons) of Bioxide[®] for the slug dose.

Note: The chemical will be transferred on site from tractor trailer to a smaller truck for applying / spraying into the Lagoon 3 East.

1.2 Equipment

Evoqua shall provide the following equipment:

Slug dosing of Lagoon 3 East

- 1 Full truck load (4,000+/- gallons) of Bioxide®
- 1 Spray truck
- 1 Evoqua Support personnel will provide supervision of the slug dosing during the installation of the maintenance

Maintenance dose

- 1 2,500 Nominal Gallon, Single Wall, High Density Cross Linked Polyethylene Chemical Storage Tank, (8'-0" diameter, 8'-2" tall, min 1.65 specific gravity)
- 1 15908-003 Evoqua Water Technologies Bellows Pumps with an adjustable feed rate from 1 to 11.4 gallons per hour and a maximum discharge pressure of 40 psi.**
- 1 Level Indicator Assembly
- 1 All necessary piping and fittings for the installation

*Note some of the above equipment may be used or refurbished.

**The backpressure of the current line was measured at 25 psi. If maximum back pressure should exceed 35 psi, another pump must be supplied at additional cost.

Evoqua retains ownership of all provided equipment. Evoqua will maintain spare parts for the equipment for emergency replacement.

1.3 Odor Control Objective

The odor control goal for this site will be < 1 mg/L dissolved sulfide from the center of Lagoon 3 East.

1.4 Preventative Maintenance and Monitoring Services

An Evoqua service technician will visit the site as per the current contract to perform routine (every 45 days while running/pumping chemical) maintenance on the dosing equipment, optimize chemical dosing, conduct compliance sampling and provide a written report. On-site routine maintenance service will be scheduled in advance and include, but not be limited to the following:

1. Check the equipment for proper operation
2. Perform sulfide sampling from the Lagoon.
3. Perform scheduled preventative maintenance on equipment.
4. Submit a written report outlining services and observations during the routine service visit.
5. Provide emergency service to the dosing equipment.

2.0 CUSTOMER REQUIREMENTS:

The City will be responsible for providing the following civil infrastructure, logistics and site preparations (if not already in place):

- Site and or local permitting as necessary per local codes and regulations, if required.
- Utilities, including electrical power for sludge line feed (120V/20 to 20Amp service).
- A forklift or crane to offload Evoqua equipment and chemical storage systems upon arrival at the site.
- Any trenching, tapping of lines, drilling through concrete, etc. required to run chemical injection tubing to the application point.

3.0 SCHEDULE

Evoqua can mobilize, install and start up the new Bioxide[®] feed sites within a 2 to 4 week time frame from receipt of a purchase order and/or contract agreement from the City and it is confirmed that all of the necessary site utilities and civil infrastructure is completed ahead of mobilization (see above).

4.0 PRICE

Evoqua Water Technologies LLC is pleased to offer the following price for the addition of this equipment and services per the current contract. If the established odor control goals are met, the City will agree to add this additional site to the current Full Service Odor ControlSM Program per current terms. Initial pricing is valid through the current contract date of March 31, 2015.

Mobilization Fee:	<u>\$5,000 – one time fee</u>
BIOXIDE [®] Solution:	<u>\$3.04/gallon</u> FOB delivered in minimum 4,000+/- gallon bulk loads. All deliveries require 5-7 business days notice from receipt of purchase order.
Equipment/Service Fee:	<u>Included with chemical purchase per current contract</u>
Demobilization Fee:	<u>\$5,000</u> Fee will be waived if the City agrees to add this site to the current full service contract.

Evoqua projects the chemical feed rate at this location shall be approximately 150 gallons per day, for approximately 62 days beginning August 1, 2014. This usage, plus the initial slug dose brings the total estimated usage this year to 13,300 gallons, or \$40,432. Including the mobilization fee, the *estimated* total cost for 2014 shall be \$45,500.

Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.

The attached Evoqua terms and conditions are considered part of this proposal and shall prevail.

If the scope of work is acceptable, please sign and return the proposal to:

Evoqua Water Technologies LLC
2650 Tallevast Road
Sarasota, FL 34243

The price associated with this quote will remain in effect for a period of ninety (90) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If the above proposal does not meet your application requirements, I would appreciate the opportunity to discuss alternatives with you.

Thank you again for this opportunity to allow Evoqua to assist you in an odor control program. If you have any questions or need additional information, please contact me at 801-361-9580.

Evoqua Water Technologies LLC

Lee Kainer

Lee Kainer
Technical Sales Representative, Municipal Services

**RE: NORTHGLENN, CO - BIOSOLIDS LAGOON 3 EAST; 45 WELD COUNTY ROAD 2;
BRIGHTON, CO
Evoqua Quote No. Q140318LF1r4**

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to sheri.whalen@evoqua.com or via fax to: 941-359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O. Number: _____

Evoqua Water Technologies LLC

STANDARD TERMS OF SALE DATED 01/16/2014 –V01

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. **Payment.**

(a) Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.

(b) **Credit Approval** – All orders are subject to credit approval by Seller. The amount of credit or terms of payment may be changed or credit withdrawn by Seller at any time for any reason without advance notification. Seller may also, at its discretion, withhold further manufacture or shipment; require immediate cash payments for past and future shipments; or require other security satisfactory to Seller before further manufacture or shipment is made; and may, if shipment has been made, recover the Equipment from the carrier, pending receipt of such assurances.

(c) **Back Charges** - Field work which may result in back charges to Seller must be discussed and mutually agreed prior to performing the necessary work. Seller will issue an authorization for work that may be charged to Seller's account. Back charges without prior approval and mutual agreement shall not be accepted.

3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are EXW (Ex Works) factory with risk of loss on all Equipment shipped by Seller to Buyer passing to Buyer upon Delivery of the Equipment to the carrier at the Seller's point of shipment. Title to all Equipment shipped by Seller to Buyer shall pass upon receipt of payment for the Equipment under the respective invoice. Seller is not responsible for the cost of packaging, crating, etc. of the Equipment. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation nor shall Seller accept or be responsible for any back charges unless Buyer and Seller agree in writing to the details of such change or back charge and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and any time of performance.

6. **Excusable Delay/Force Majeure Event**

(a) **Definitions:**

(1) "Excusable Delay" shall mean delays caused by: (i) Buyer-directed changes; (ii) other actions or omissions of Buyer, Buyer's agents or representatives, including but not limited to, the untimely approval of Seller's submittals or failure to complete work, designated as "Buyer's Work"; (iii) Differing site conditions; or (iv) Seller being required to repair, replace, revise, or reconstruct any of the work as a result of damage to or destruction of the Equipment when such damage or destruction is not caused by Seller.

(2) "Force Majeure Event" shall mean events or circumstances that: (i) are beyond the affected party's control; (ii) could not reasonably have been provided against before entering into this agreement; (iii) having arisen, could not reasonably have been avoided or overcome; and (iv) are not substantially attributable to the other party. Force Majeure may include, but is not limited to, the following circumstances or events: (a) war, invasion, act of foreign enemies, (b) rebellion, terrorism, insurrection, military or usurped power, or civil war, (c) riot, commotion, strike, or lockout by persons other than the managers, supervisors, staff, labor, or other employee of Seller or its sub-suppliers, (d) natural catastrophes such as earthquake, hurricane, typhoon, volcanic activity, or (with respect to on-site work), unusual weather conditions.

(b) **Force Majeure:** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure event

(c) **Schedule Modification:** If the Seller experiences an Excusable Delay or Force Majeure Event, Seller is entitled to make a claim for a change order modifying the project schedule and shall provide Buyer with a revised schedule.

(d) **Pricing Modification:** If Seller has suffered an Excusable Delay or Force Majeure Event, and the delay will increase the cost of performance, Seller shall be entitled to an adjustment in the purchase price. Adjustments to the purchase price shall be: (i) in an amount agreed by the parties; (ii) using applicable agreed to unit prices or hourly rates reflected in Seller's Documentation; or (iii) if neither (i) or (ii) applies, then in the amount of the cost actually and reasonably incurred, and properly documented.

(e) **Right to Terminate for Force Majeure:** If a Force Majeure event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination.

7. **Warranty.**

(a) Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller shall warrant the Equipment, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Equipment or (ii) twelve (12) months from initial operation of the Equipment (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Equipment so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Equipment. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not

Evoqua Water Technologies LLC - STANDARD TERMS OF SALE - DATED 01/16/2014 -v01 (cont)

making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller).

(b) THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent

10. **Suspension.** In the event that Buyer suspends the work in whole or in part, for a period of time as Buyer may determine, then Seller shall be entitled to a change order for its reasonable and necessary costs incurred, including, but not be limited to, material and labor escalation incurred, due to such suspension. Seller shall resume any suspended work within a commercially reasonable period after Buyer gives Seller written notice to do so. If Buyer orders a suspension which continues for ninety (90) or more days, Seller may thereafter terminate this agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Termination.**

(a) **For Convenience:** Buyer may terminate the work and this agreement at any time in its sole discretion by giving Seller at least ten (10) days written notice. Buyer shall pay termination charges to Seller that shall consist of: (i) the value of the work performed, and not paid for; (ii) termination charges from Seller's suppliers and sub-suppliers that Seller cannot reasonably reduce or avoid; (iii) additional handling and transportation costs that Seller cannot reasonably reduce or avoid and (iv) a reasonable mark up for Seller's administrative costs necessary to effect such termination. The total amount payable for such termination shall be reduced by any credits obtained, with the understanding that Buyer, at its exclusive preference, may accept delivery of complete or incomplete work, included in the termination cost.

(b) Either party may terminate this agreement, upon issuance of a written notice of such breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement).

12. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. Failing such efforts, the dispute shall be finally settled by binding arbitration in Pittsburgh, Pennsylvania pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three individuals experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. If the parties are unable to agree upon the arbitrators within twenty (20) days, then each party shall select one arbitrator and those arbitrators shall select a third arbitrator. The decision of a majority of the arbitrators shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The prevailing party in any arbitration shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. Any order being shipped outside of the United States shall subscribe to ICC rules and the governing language shall be English.

13. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment provided under this Agreement, including any export license requirements. Buyer agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

15. **Notice.** All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses set forth in the purchase order/contract/agreement. All notices shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail. Electronic mail is also acceptable provided that "read receipts" are documented

16. **Miscellaneous.** These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (JUL 2013). No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-80
Series of 2014

Series of 2014

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO EVOQUA WATER TECHNOLOGIES, LLC IN AN AMOUNT NOT TO EXCEED \$45,500.00 FOR ODOR CONTROL TREATMENTS AT THE WASTEWATER TREATMENT PLANT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Manager is hereby authorized to issue a Purchase Order to Evoqua Water Technologies, LLC in an amount not to exceed \$45,500.00 for odor control treatments to the biosolids lagoons at the Wastewater Treatment Plant.

DATED at Northglenn, Colorado, this ____ day of _____, 2014.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney