

NEW PROJECT ACCOUNT NUMBER REQUEST

INDIAN RIVER COUNTY

DEPARTMENT OF UTILITY SERVICES

New Project Title: Purchase FE182MP Fume Exhauster

Description of Property: Residuals Dewatering Facility

Utility Project Number

Date of this Request: Upon receipt of this completed form, finance will assign and provide a WIP account number to you.

Y / N : N Will this be an Assessment Roll?

Y / N : N Will any grant monies be expended for this project?

Y/N : Y Is this an R & R project.

ESTIMATED CONTRACT AMOUNT

Major Contractor(s):	Florida Blower	\$19,484.00
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Major Engineer(s):		
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Other Expenses:		
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Total Expected Cost		\$19,484.00
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Expected Completion Date:		September 2018
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Contact person for project:	Rich Meckes	
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For Finance Only

WIP Number: 4712353604469918527

Assessment Roll Number: _____

Date Assigned: _____

PURCHASE ORDER REQUEST

Supervisor Use		Approved By:	Office Staff Use	
Request Date	5/24/2018	RDM	Date	
Account Number	47121836044699		Req. No.	

<u>Vendor Information</u>	
Name	Florida Blower
Address	
City/State/Zip	
Phone Number	
Fax Number	
Email address	

<u>Description of Item(s) & Intended Use</u>
The Residual Dewatering Facility Odor Control Blower is beyond repair and needs to be replaced the Blower is used to pull H2S gases from the holding tanks and receiving equipment and push the gases through the Odor Control system. Without the Blower the site could receive Odor compliants

Quantity	Item Number	Description	Unit Price	Total
1	FE182MP	Fume Exhauster	\$ 18,862.00	\$ 18,862.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
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				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			Total	\$ 18,862.00
			Freight/Shipping	\$ 622.00
			Grand Total	\$ 19,484.00

<u>Ship To:</u>
Residuals Dewatering Facility 1325 74th ave SW Vero Beach Fl 32968

THE NEW YORK BLOWER COMPANY

Please reply to

FLORIDA BLOWER, INC.

3884 Tampa Road Oldsmar, Florida 34677
T 813.855.0210 www.nyb.com

5/23/18 Reference in-2013-03635

rev 5/25 for frt add

MR. BRIAN HORNE

Indian River County

File #	2013-0363
Date Built	2013
Cust ref PO#	00067369-00

New York Blower

Size **FE182MP** Fan Type **Fume Exhauster 75% NW**
 Motor 3 60 460v Explosion proof, 1.15 Service Factor
10 HP **3600** RPM
 Inverter-duty, CL I, GRP A,B,C,D

Replacement New York Blower with the same accessories as originally provided

Total price	\$18,862
Prepaid freight from the factory to FL:	\$622.00
Total including freight:	\$19,484



QUOTATION

FOB shipping point, with **no freight allowed**.

Terms: 30 days net. Subject to conditions of sale on back.

This quotation, for equipment manufactured by **nyb**, is valid for acceptance within 15 days. Purchased components such as motors, drives and vibration bases are subject to adjustment to price in effect at time of shipment. **nyb** reserves the right to qualify and correct clerical errors before acceptance.

PRICE
GCW/BH

Thank you for requesting a quotation. This quotation is presented with line item pricing so the fan can be ordered with the accessories as desired for the application. This quotation provides only the above listed items as further described in the applicable nyb brochure. Florida Blower's only business is "air". Please take advantage of our extensive reference and application resources.

Respectfully,
Joe Seitz

Accepted

By

Date

THE NEW YORK BLOWER COMPANY

By

THE NEW YORK BLOWER COMPANY
CONDITIONS OF SALE AND LIMITED PRODUCT WARRANTY

1. ENTIRE AGREEMENT/CHANGES

The terms on The New York Blower Company (nyb) acknowledgement of Buyer's order constitute the entire agreement between nyb and buyer. Any additional, different, or conflicting terms shall not become a part of this agreement unless expressly agreed to by an authorized employee of nyb, in writing. Stenographic or clerical errors are subject to correction.

2. PRICE PROTECTION

Prices on equipment of nyb manufacture are firm for shipment up to six months from the date of original order entry. If equipment is shipped after 6 months from the date of original order entry, prices will be adjusted to the price in effect at time of shipment. All complete component accessory material manufactured by others and furnished with nyb equipment such as motors, drives, vibration bases, controls or other completely assembled component structures are subject to adjustment to the price at time of shipment regardless of the date of original order entry.

3. RISK OF LOSS, INSPECTION AND DAMAGE

Goods are shipped FOB shipping point. The buyer agrees to inspect the goods shipped upon receipt thereof, and to immediately report any damage or shortage to nyb and to the carrier. Further, buyer agrees to file any claims for shortages or damage with the carrier.

4. CREDIT SALES

Payment is due within 30 days of the invoice date. nyb, at its option, reserves the right to withdraw credit, or change the terms thereof at any time.

5. SHIPPING DATES

All dates of shipments are contingent upon strikes, accidents, shortage of materials, delays of carriers, or causes which are unavoidable or beyond the control of nyb.

6. CANCELLATIONS

All orders are for firm delivery and not subject to change or cancellation, without approval from nyb. In the event a cancellation or change is approved, buyer agrees to pay reasonable cancellation charges or any price increase applicable to such change.

7. LIMITATION ON DAMAGES

The buyer agrees that its sole and exclusive remedy, and the limit of nyb's liability for loss from any cause whatsoever, including warranty, shall be the purchase price of the goods sold hereunder

for which a claim is made. In addition, nyb shall not be liable for any consequential damages, such as damages for loss of use or lost profits.

8. TAXES

Federal, state or local taxes are not included in nyb's prices, and will be added to the purchase price, where applicable. In such event, buyer agrees to pay said taxes or furnish evidence of exemption.

9. ARBITRATION

The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be settled through binding arbitration in Chicago, IL, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures or International Rules, if applicable.

Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

10. MEDIATION

The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall first be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted for final and binding arbitration pursuant to the arbitration clause set forth above. The mediation shall be administered by JAMS pursuant to its International Mediation Rules. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The provisions of this Clause may be enforced by any Court or Tribunal of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

11. SAFETY ACCESSORIES

Buyer understands that nyb manufactures multi-functional goods that may or may not require safety devices, depending on the use and location of the goods. Buyer warrants to nyb that Buyer has determined what safety devices, including warning devices and notices of danger, should be placed on the goods sold hereunder, and has either purchased these with the goods sold hereunder or from another source.

LIMITED PRODUCT WARRANTY

All products are warranted by nyb to be free from defects in materials and workmanship for a period of one (1) year after shipment from nyb, provided buyer demonstrates to satisfaction of nyb that the product was properly installed and maintained in accordance with nyb's instructions and recommendations and that it was not operated in excess of its design limits or operational standards set forth in nyb's order acknowledgement or quotation.

This warranty is limited to the replacing and/or repairing by nyb of any part or parts which have been returned to nyb with nyb's written authorization and which in nyb's opinion are defective. Parts not manufactured by nyb but installed by nyb in equipment sold to the buyer shall carry the original manufacturer's warranty only. All transportation charges and any and all sales and use taxes, duties, imports or excises for such part or parts shall be paid for by the buyer. nyb shall have the sole right to determine whether defective parts shall be repaired or replaced.

This warranty does not cover any customer labor charges for replacement of parts, adjustments or repairs, or any other work unless

such charges shall be assumed or authorized in advance, in writing, by nyb.

This warranty does not cover abrasion, erosion and wear, nor does it cover any product which, in the judgment of nyb, has been subject to misuse or neglect, or which has been repaired or altered outside nyb's plant in any way which may have impaired its safety, operation or efficiency, or any product which has been subject to accident.

This warranty shall be null and void if any part not manufactured or supplied by nyb for use in any of its products shall have been substituted and used in place of a part manufactured or supplied by nyb for such use.

THERE ARE NO WARRANTIES, OTHER THAN THOSE APPEARING ON THE ACKNOWLEDGEMENT FORM INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, GIVEN IN CONNECTION WITH THE SALE OF THE GOODS SOLD HEREUNDER.

Effective July 1, 2007