



**AGENDA**  
**Emergency City Council Meeting**  
**Wednesday, July 19, 2023, 3:30 PM**  
**Council Chambers, 116 First Street, Neptune Beach, Florida**

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. CONSIDERATION OF APPROVAL OF DISK FILTER EMERGENCY REPAIR FROM NUOVE ENERGIE
3. ADJOURN



**CITY OF NEPTUNE BEACH  
CITY COUNCIL MEETING  
STAFF REPORT**

<b>AGENDA ITEM:</b>	Water Reclamation Facility – Disk Filter Emergency Repair
<b>SUBMITTED BY:</b>	Deryle Calhoun, P.E. Public Works Director
<b>DATE:</b>	July 19, 2023
<b>BACKGROUND:</b>	<p>The wastewater treatment plant FDEP permit requires filtration of treated water prior to disinfection by chlorine. The filter which went on-line in 2011 generally operates 24/7 and has not been rehabilitated.</p> <p>The filter went off-line in April due to a seized bearing. Contractor availability was initially an issue, but once on-site the contractor was unable to pull the bearing and indicated they would have to fabricate a part to facilitate the pull. After waiting, an alternative contractor was brought on-site and attempted removal. At some point during these attempts the shaft was bent and requires replacement.</p> <p>The manufacturer recommends, and due to the age of the equipment, the request is to replace the shaft and related equipment.</p> <p>The nature of the emergency is that while the filter has been out of service bacteriological test results have been exceeding normal levels and the annual permitted limit for two bacteriological items are at risk.</p> <p>A quote of \$55,675.00 for parts, shipping and installation by three persons over five days has been received from Nuove Energie.</p>
<b>BUDGET:</b>	Budget report 7/19/23 indicates FY23 adjusted capital budget of \$500,000.00 for 401-4335-535-60-64 with \$75,831.81 remaining.
<b>RECOMMENDATION:</b>	Approve award to Nuove Energie for \$55,675.00.
<b>ATTACHMENT:</b>	Quote from Nuove Energie; Sole source letter from Nuove Energie



Pittsburgh, July 19, 2023  
Our ref. RW/fr  
Your ref. Your request  
Via Email

**Messrs**  
**CITY OF NEPTUNE BEACH**  
**116 First Street**  
**32266 NEPTUNE BEACH (FL)**  
**UNITED STATES OF AMERICA**

**Offer No. 052-SQU-23**

To Adam Prestidge

**We here with present you best offer for the merchandise described below,  
subject to the following terms and conditions**

**Reference plant: Neptune Beach, FL**

Delivery Date September 25, 2023	Validity 30 days	Delivery Terms Delivered
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Payment NET10
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Pos. Code	Merchandise Description	Q.ty	Unit Price	Total Price
1	Spare parts for Ultrascreen Disk Filter UL 1603 - Serial n. 0112-010			
2	C0900010 Square flange support bearing	2	227.00	454.00
3	UT16033001A4 Axle shaft SEW KA77	1	2,055.00	2,055.00
4	C0800036 SEW motor gear KA77 2,2 kW	1	6,500.00	6,500.00
5	Shipping cost	1	5,500.00	5,500.00
6	On Site Service For Installation- 5 Days Including 3 Personnel & Crane Truck	1	41,166.00	41,166.00

The delivery/service date will be confirmed upon receipt of order.

**TOTAL AMOUNT**

**USD 55,675.00**

*We await receipt of a signed copy in confirmation of your order.  
Best regards.*

**NUOVE ENERGIE USA, Inc.**  
**Sales Department**  
*Mr. Rob Wiley*

**Nuove Energie USA, Inc**

finance & accounting office  
18 Bridge Street Unit 2A  
Brooklyn 11201, NY  
+1 718 522 5575

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www.nuoveenergie.com

company subject to the management and coordination of  
Nuove Energie Holding srl



Date July 19, 2023  
Offer No. 052-SQU-23

## COMMERCIAL TERMS AND CONDITIONS

**1. AGREEMENT, INTEGRATION AND CONFLICT OF TERMS.** These terms and conditions, together with any special conditions expressly incorporated thereto in the quotation or sales form, are to govern any sale between the Seller and Buyer. The Seller shall mean the applicable affiliate of Nuove Energie that is party to the Agreement ("Seller"). The Buyer shall mean the entity that is party to the Agreement with Seller. This writing is an offer or counteroffer by Seller to sell the goods and/or services set forth on the quotation or sales form subject to these terms and conditions and is expressly made conditional on Buyer's assent to these terms and conditions. Acceptance by Buyer is expressly limited to these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication shall not be effective or binding upon Seller unless specifically agreed to in writing by Seller; Seller hereby objects to any such conditions, and the failure of Seller to object to specific provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions. Neither Seller's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. Buyer agrees that these terms and conditions, together with any accompanying quotation and any special conditions or limited process guarantees or documents referred to or included within the quotation and expressly made a part of this agreement, (e.g., drawings, illustrations, specifications, or diagrams), is the complete and final agreement between Buyer and the Seller ("Agreement"). This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

**2. QUOTATION, WITHDRAWAL, EXPIRATION.** Quotes are valid for thirty (30) calendar days from the date of issuance unless otherwise provided therein. Seller reserves the right to cancel or withdraw the quotation at any time with or without notice or cause prior to acceptance by Buyer. There is no Agreement if any conditions specified within the quotation or sales form are not completed by Buyer to Seller's satisfaction within thirty (30) calendar days of Seller's acknowledgement in writing of an order. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

**3. PRICES.** Prices apply to the specific quantities stated on the quotation or sales form. Unless otherwise agreed to in writing by Seller, all prices are FCA; Origin (as defined in accordance with the latest version of Incoterms), and do not include transportation costs or charges relating to transportation unless otherwise specified. Prices include standard packing according to Seller's specifications for delivery. All costs and taxes for special packing requested by Buyer, including packing for exports, shall be paid by Buyer as an additional charge. Prices are subject to change without notice.

**4. TAXES.** The price for the goods does not include any applicable sales, use, excise, GST, VAT, or similar tax, duties or levies. Buyer shall have the responsibility for the payment of such taxes if applicable.

**5. PAYMENT TERMS.** Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the quotation or sales form or order acknowledgment, goods will be invoiced upon shipment. Payment shall be made in U.S. Dollars. Payment in full is due within expiry dates specified in the invoice. In the event payment is not made when due, Buyer agrees to pay Seller a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (18% per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the contract with Buyer, the financial responsibility or condition of Buyer is such that Seller in good faith deems itself insecure, or if Buyer becomes insolvent, or if a material change in the ownership of Buyer occurs, or if Buyer fails to make any payments in accordance with the terms of its contract with Seller, then, in any such event, Seller is not obligated to continue performance under the contract and may stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the order upon written notice to Buyer without further obligation to Buyer whatsoever. If Buyer fails to make payments or fails to furnish security satisfactory to Seller, then Seller shall also have the right to enforce payment to the full contract price of the work completed and in process. Upon default by Buyer in payment when due, Buyer shall immediately pay to Seller the entire unpaid amounts for any and all shipments made to Buyer irrespective of the terms of said shipment and whether said shipments are made pursuant to this Agreement or any other contract of sale between Seller and Buyer, and Seller may withhold all subsequent shipments until the full amount is settled. Acceptance by Seller of less than full payment shall not be a waiver of any of its rights hereunder. Buyer shall not assign or transfer this Agreement or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void.

**6. DELIVERY, RISK OF LOSS.** Delivery dates are estimates, and time is not of the essence. All shipments will be made FCA; Origin, unless otherwise specified. Seller shall not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, including without limitation loss of profits, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Upon delivery to the common carrier, title and the risk of loss for the material shall pass to Buyer. Buyer shall reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include, but is not limited to, storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery shall be made on delivery into storage as though goods had been delivered in accordance with the order. Buyer grants to Seller a continuing security interest in and a lien upon the products and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller pursuant to the order and all such other sales, and Buyer shall have no right to sell, encumber or dispose of the products. Buyer shall execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

**7. WARRANTY.** Goods sold by Seller to Buyer are guaranteed for 12 (twelve) months from installation date, and, however, no longer than 18 (eighteen) months from date of shipment (which date of shipment shall not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), against manufacturing defects or damages attributable to manufacturing defects, excluding electrical components, lubricants, paints, possible glass parts and components subject to normal wear and tear excepting any exclusions expressly communicated by the Seller. Filtering elements, bushes, filtering meshes and gaskets are not covered by this warranty, since they are subject to wear. The warranty is automatically void in the following cases:

- installation or use of the machines in contrast to the Indications given in Seller's Use and Instruction Manuals;
  - tampering or interventions of unauthorized mechanics;
  - removal of the producer's identification plate (Nuove Energie S.r.l) with the machine's identification data and serial number;
  - suspension or missing payment of installments by the agreed due dates;
- In case of intervention under warranty, Seller will provide substitution or repair of broken or defective parts at the client's or its own establishment; transfer, travel and possible transportation costs remain chargeable to the Buyer.

### Nuove Energie USA, Inc

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**Offer No.** 052-SQU-23

Except as otherwise provided by law, Seller shall, at its option and at no cost to Buyer, either repair or replace any product which fails to conform with the warranty; provided, however, that under either option, Seller shall not be obligated to remove the defective product or install the replaced or repaired product and Buyer shall be responsible for all other costs, including, but not limited to, service costs, shipping fees and expenses. Seller shall have complete discretion as to the method or means of repair or replacement. Buyer's failure to comply with Seller's repair or replacement directions shall constitute a waiver of its rights and render all warranties void. Any parts repaired or replaced under the warranty are warranted only for the balance of the warranty period on the parts that were repaired or replaced. The warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days of the date when any defects are first manifest. Seller shall have no warranty obligations to Buyer with respect to any product or parts of a product that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; or (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with products supplied by Seller hereunder. In any case of products not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such products. The foregoing warranty is exclusive and in lieu of any and all other express or implied warranties, guarantees, conditions or terms of whatever nature relating to the goods provided hereunder, including without limitation any implied warranties of merchantability and fitness for a particular purpose, which are hereby expressly disclaimed and excluded. Except as otherwise provided by law, Buyer's exclusive remedy and Seller's aggregate liability for breach of any of the foregoing warranties are limited to repairing or replacing the product and shall in all cases be limited to the amount paid by the buyer hereunder. In no event is Seller liable for any other form of damages, whether direct, indirect, liquidated, incidental, consequential, punitive, exemplary or special damages, including but not limited to loss of profit, loss of anticipated savings or revenue, loss of income, loss of business, loss of production, loss of opportunity or loss of reputation.

**8. INSPECTION.** Buyer shall have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site ("Site"), Buyer shall notify Seller in writing of any nonconformity of the goods with this Agreement within three (3) days from receipt by Buyer. For all other deliveries, Buyer shall notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice shall constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and shall be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller.

**9. SELLER'S LIMITATION OF LIABILITY.** Except as otherwise provided by law, in no event shall Seller's liability under this agreement exceed the amount paid by Buyer under this agreement. Seller shall have no liability for loss of profit, loss of anticipated savings or revenue, loss of income, loss of business, loss of production, loss of opportunity, loss of reputation, indirect, consequential, incidental, punitive or exemplary damages.

**10. FORCE MAJEURE.** Seller may cancel or suspend this Agreement and Seller shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to circumstances beyond Seller's reasonable control, including but not limited to acts of God, fire, flood or other natural disasters, war and civil disturbance, riot, acts of governments, terrorism, disease, currency restrictions, labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, failures of suppliers or subcontractors to effect deliveries, in which case the time for performance shall be extended in an amount equal to the excused period, provided that Seller shall have, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notified Buyer of such delay, of the reason therefor and of the probable duration and consequence thereof. Seller shall use its best efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder with the least possible delay.

**11. CANCELLATION** Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. In the event of a cancellation by Buyer, Buyer shall, within thirty (30) days of such cancellation, pay Seller a cancellation fee. If, due to reasons not attributable to Seller, Buyer wishes to rescind from the contract, it may be with an indemnity payment charged to the Buyer for 30% of the established price of the order. Payment will remain to Seller as indemnity in case the order were revoked by the Buyer, excepting Seller's right to further damages, and not jeopardizing the right to ask for the fulfillment of the contractual obligations. Notwithstanding anything to the contrary herein, in the event of the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or in the event Buyer shall be adjusted bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Buyer's insolvency, or if Buyer fails to make payment when due under this Agreement, or in the event Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. In the event of such termination, Seller shall be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which shall have arisen or been incurred under this Agreement prior to its termination shall survive such termination.

**12. DRAWINGS.** All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's quotation show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the quotation or sales form, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. All engineering information necessary for installation of the goods shall be forwarded by Seller to Buyer upon Buyer's acceptance of this Agreement. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense. Instructions necessary for installation, operating and maintenance will be supplied when the goods are shipped.

**13. PROPRIETARY INFORMATION, INJUNCTION.** Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively "Proprietary Information") disclosed to Buyer shall be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Seller's express written consent. Buyer's agreement to refrain from disclosing, using or reproducing Proprietary Information shall survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Proprietary Information to any third party will result in Seller's suffering irreparable harm. Seller may seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

**14. INSTALLATION AND START UP.** Unless otherwise agreed to in writing by Seller, installation shall be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the Warranty is void. In the event Buyer has engaged Seller to provide an engineer for start-up supervision, such engineer will function in a supervisory capacity only and Seller shall have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it shall furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

**15. SPECIFICATIONS.** Changes in specifications requested by Buyer are subject to approval in writing by Seller. In the event such changes are approved, the price for the goods and the delivery schedule shall be changed to reflect such changes.

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**Date** July 19, 2023

**Offer No.** 052-SQU-23

**16. BUYER WARRANTY.** Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

**17. MINIMUM ORDER.** Seller reserves the right to refuse to process any order that does not meet quantity requirements that Seller may establish for any given product or group of products.

**18. QUALITY LEVELS.** Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify its requirements, as approved in writing by Seller, and pay any additional costs that may be applicable.

**19. PRODUCTS RECALLS.** In cases where Buyer purchases for resale, Buyer shall take all reasonable steps (including, without limitation, those measures prescribed by the seller): (a) to ensure that all customers of the Buyer and authorized repairers who own or use affected products are advised of every applicable recall campaign of which the Buyer is notified by the Seller; (b) to ensure that modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programmes or otherwise are made with respect to any products sold or serviced by Buyer to its customers or authorized repairers. The reimbursement of Buyer for parts and labor used in making those modifications shall be as set forth in the campaign or program instructions. Without the prior consent of the Seller, the Buyer shall not disclose to any third party the information contained in service campaign, recall campaign or service programme literature. Should Buyer fail to perform any of the actions required under this section, Seller shall have the right to obtain names and address of the Buyer's customers and shall be entitled to get into direct contact with such customers.

**20. GOVERNING LAW.** The terms of this agreement and all rights and obligations hereunder shall be governed by the laws of the state of Seller's office to which this order has been submitted (without reference to principles of conflicts of laws). The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods.

**21. TITLES.** The section titles are for reference only, and shall not limit or restrict the interpretation or construction of this Agreement.

**22. WAIVER.** Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, shall not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard.

**23. SEVERABILITY.** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other.

\_\_\_\_\_  
 (BUYER)  
 BY \_\_\_\_\_  
 Place and date \_\_\_\_\_  
 \_\_\_\_\_

**NUOVE ENERGIE USA, Inc.**

BY \_\_\_\_\_  
 Place and date \_\_\_\_\_  
 \_\_\_\_\_

**Nuove Energie USA, Inc**

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company subject to the management and coordination of  
 Nuove Energie Holding srl

Pittsburgh, PA    October 28, 2022  
Our ref.            Ultrascreen Filter

Messers:  
**Angie Bridges**  
**Administrative Asst.**  
**City of Neptune Beach**  
**Public Works Department**  
**2010 Forest Ave.**  
**Neptune Beach, FL 32266**  
**p. 904-270-2423**  
**f. 904-270-2418**

Dear Ms Bridges:

Please be advised that Nuove Energie USA Inc. through our representative for the State of Florida, TRIPPENSEE SHAW, INC., is the exclusive distributor in the State of Florida for Nuove Energie products, which include the following products: Ultrascreen® Disk Filter, Primescreen® Filter, Conoscreen® Filter, Vanguard® Screen and their associated spare parts.

Please feel free to contact me if you have any questions regarding distribution of Nuove Energie products, factory replacement parts, or any other matter. [r.wiley@nuoveenergie.com](mailto:r.wiley@nuoveenergie.com)

Best regards,



Robert Wiley  
*US Sales & Engineering Director*  
**NUOVE ENERGIE USA, Inc.**

**Nuove Energie USA, Inc**

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