

RESOLUTION NO. 2024- 510

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AMENDATORY SUPPLEMENTAL CHANGE ORDER NO. 1, TO CONTRACT NO. C24-0127, PURCHASE ORDER 24-05456, ISSUED TO KOBELCO COMPRESSORS AMERICA, CORONA, CA, IN THE AMOUNT OF \$200,090.40.

WHEREAS, the City Council of the City of Vineland, on August 27, 2024, adopted Resolution No. 2024-400, entitled “A RESOLUTION AWARDING A CONTRACT TO KOBELCO COMPRESSORS AMERICA, CORONA, CA FOR FUEL GAS COMPRESSOR OVERHAUL FOR ES-414 (UNIT 11) ” ; and

WHEREAS, N.J.A.C. 5:30-11.9 sets forth the procedures for processing change orders which exceed the 20 percent limitation; and

WHEREAS, the Director of Electric Utility has requested that an amendment be made to contract awarded to Kobelco Compressors America, Corona, CA for Fuel Gas Compressor Overhaul for ES-414 (Unit 11) as authorized by Resolution No. 2024-400, Non-Fair and Open Contract award, said amendment is necessary for Additional repairs needed through findings upon inspection; and

WHEREAS, the City of Vineland desires to comply with said requirements of N.J.A.C. 5:30-11.9, et seq., and to that end herewith files with the governing body a report stating the facts involved and indicating that the proposed change order may be allowed under these regulations; and

WHEREAS, the Chief Financial Officer has certified the availability of funds for the amendatory supplemental change order for which authorization is requested in the amount of \$200,090.40; now, therefore,

BE IT RESOLVED by the Council of the City of Vineland that said amendatory supplemental change order #1 to Contract No. C24-0127, Purchase Order No. 24-05456, issued to Kobelco Compressors America, Corona, CA, in the amount of \$200,090.40, be and the same is hereby ratified and approved.

Adopted: November 12, 2024

President of Council eaa

ATTEST:

Deputy City Clerk rgf



November 4, 2024

REPORT

TO: THE MAYOR AND COUNCIL

Amendatory Supplemental Change Order No. 1
Contract No. C24-0127, Purchase Order No. 24-05456
Fuel Gas Compressor Overhaul for ES-414 (Unit 11)
Kobelco Compressors America, Corona, CA

We are requesting that an amendatory supplemental change order be issued to Contract No. C24-0127, Purchase Order No. 24-05456, issued to Kobelco Compressors America, Corona, CA for Fuel Gas Compressor Overhaul for ES-414 (Unit 11). This contract was authorized by Resolution No. 2024-400, adopted by City Council on August 27, 2024.

The change order requested, in the amount of \$200,090.40, is necessary for additional repairs needed through findings upon inspection.

This change order will increase the original contract amount from \$268,180.80 to \$468,271.20.

The amendatory supplemental change order which exceeds the 20% limitation, for which authorization is herein requested, may be authorized in accordance with N.J.A.C. 5:30-11.9.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Robert E. Dickenson, Jr.", with a large, stylized flourish at the end.

Robert E. Dickenson, Jr.
Business Administrator

RD/rl
Encl.

RECEIVED
OCT 23 2024
CITY OF VINELAND
BUSINESS ADMIN.



RECEIVED
OCT 21 2024
CITY OF VINELAND
PURCHASING DEPT.

**REQUEST FOR CHANGE ORDER FOR
CONTRACTS**

PROJECT NAME: The Fuel Gas Compressor Overhaul for ES-414 (Unit 11)
CONTACT NAME: William Burns DEPARTMENT: Electric Utility - Generation
CHANGE ORDER REQUEST NUMBER: 1 CONTRACT NUMBER: C24-0127
PO NUMBER: 24-05456
NAME AND ADDRESS OF CONTRACTOR: Kobelco Compressors America, 1450 W. Rincon St.,
Corona, CA 92878

REASON FOR CHANGE ORDER (DOCUMENTATION MUST BE SUBMITTED TO SUPPORT THIS REQUEST.
USE ADDITIONAL PAGES IF NECESSARY): The Fuel Gas Compressor Overhaul Project at Unit 11
Generating Station requires additional funds to complete. The compressor findings upon
inspection - repairs required (\$139,800.00). Kobelco included the removal services in the
quote, but failed to include the installation services (\$60,290.40).

*Note: The repairs (slide-valve/casing damage repair & resurfacing) will extend the life of the compressor from five (5) years to ten (10) years.

ORIGINAL CONTRACT AMOUNT: \$ 268,180.80
AMOUNT OF THIS CHANGE ORDER REQUEST: \$ 200,090.40
PREVIOUS CHANGE ORDER AMOUNTS: \$ 0
TOTAL REVISED CONTRACT AMOUNT: \$ 468,271.20

ACCOUNT NUMBER FOR CHANGE ORDER: 4-05-55-512-9001-52000 E548X

TRACKING ID(S): _____ COMMODITY CODE(S): _____

APPROVED BY: *John Lullie*
(PRINT NAME)

(SIGNATURE)

PLEASE NOTE: CHANGE ORDERS CANNOT EXCEED 20% OF THE ORIGINAL CONTRACT AMOUNT

COPY TO:
PurchasingOffice@vinelandcity.org

**KOBELCO COMPRESSORS AMERICA, INC.**

1450 W. Rincon St., Corona, CA 92880-9205
Phone: (951) 739-3030 Fax: (951) 739-3029
www.kobelcocompressors.com

AMSE-X-XXX		
Date	10.31.2019	REV. 0

To: Vineland	Reference: QF- 20617
Attention:	Date: 10/07/24
Email:	From: David Washington
Tel:	Jeremy Gibson
Subject: KS31SEH Maintenance Turnaround	CC: AMS Technical Support
Project: ES-414	Pages: 10

Below is our **Budgetary Quotation** for KCA Field Service Representative and labor team to visit your site during the scheduled outage for Compressor System Maintenance. For ES-414, the system oil will be charged, the compressor, KS31SEH, will be installed, and start-up support provided.

Summary of Supply:

1. KCA will provide one Senior FSR to lead the Labor team in the work scope.
2. KCA will provide one Labor team consisting of 3 Mill Wrights.
3. KCA will charge the system with Oil.
4. KCA will install and align the compressor.
5. KCA will pressure test system.
6. KCA will provide support during start-up.

Client Responsibilities

7. Client responsible provide scaffolding for work (if necessary).
8. Client to provide crane/boom operator.
9. Client responsible for all disposal of used material including but not limited to oil, elements and gaskets.

Proposal Clarifications:

- Attached KCA Rates will be applicable for all work proposed above. Also, any additional work or delays that are beyond the above scope of work and supply will be billed at the attached KCA Rates. Travel expenses, per attached KCA Rates will be the responsibility of client.
- Labor hours are based on KCA's Schedule, Monday – Saturday working 10-hour days. Estimated working schedule, 7:00am to 6:00pm with a one (1) hour break for lunch.
- Additional overtime, weekend labor or holiday labor (if requested by the client) to be billed at actual hours.
- Any deviations or additions to attached work scope will result in appropriate cost and/or schedule impact.
- KCA FSR and labor team may need to start a day prior to scheduled work for any site training and coordination.
- KCA FSR cannot enter confined space.
- Any materials installed that are purchased and not purchased through KCA via separate contract are subject to KCA After Market Engineering (ASE) review and approval. These items include, but are not limited to, filters, coalescers, strainers, gaskets, compressor parts and oil. If materials are not available prior to KCA FSR arrival, delivery will be impacted.
- Transportation costs, taxes and insurance are not included.

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AMSE-X-XXX		
Date	10.31.2019	REV. 0

Commercial:

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
<i>Labor to be billed based on timesheets</i>				
<i>ES-414 estimate</i>				
1	KCA SENIOR FSR - Scope of On-Site Work will be invoiced based on attached KCA Domestic Field Service Rates (Senior FSR). Estimated cost for one (1) FSR is based on attached Service Estimate dated 10/7/24. Estimate is for a 7-day work week (Monday to Sunday), 10-hour days for 5 days.	1	\$24,494.40	\$24,494.40
3	On-Site Labor Team – Scope of on-site work will be invoiced based on attached labor team rates. Estimated cost for one (1) labor team consisting of 3 Millwrights for 5 working days.	1	\$23,595.00	\$23,595.00
<i>Materials, Consumables, and Tools for Labor Team</i>				
4	Mobilization and Demobilization (billed per trip, per person)	3	\$1,817.00	\$5,451.00
6	Mileage (billed per day, per person)	1		\$1,950.00
7	Tooling (Billed per trip)	1	\$4,800.00	\$4,800.00
8	Consumables (billed per trip)	1	TBD	TBD
TOTAL				\$60,290.40

VALIDITY: Until October 31st, 2024
 PAYMENT TERMS: Net 30
 DELIVERY TERMS: FCA Homebase, CA
 WARRANTY: N/A
 SCHEDULE: 5 Working Days – Subject to Spare parts and FSR availability

Best regards,
 David Washington– Kobelco Compressors America, Inc.
David.Washington@Kobelco-KCA.com
 832-517-4806

- Attachments:
1. KCA Mechanical Service Estimate Dated 10/7/24
 2. KCA Domestic Field Service Rates
 3. Labor Team Rates and Estimate
 4. Materials, Consumables, and Tools
 5. Terms and Conditions



Estimated on 10/7/2024

CUSTOMER: Vineland
 REFERENCE No.: ES-414
 JOB SITE LOCATION: Vineland, NJ
 DESCRIPTION: 5 working day for 1 Mechanical FSR at site (M-Sunday 10 hour days)

LABOR	RATE (US\$)	Mechanical FSR	QTY.	SUB-TOTAL
1 TRAVEL TIME	\$ 287.00	1	20	\$ 5,740.00
2 ABSENCE FEE(MON. TO FRI.)	\$ 2,296.00	1	5	\$ 11,480.00
3 ABSENCE FEE(SATURDAY)	\$ 3,440.00	1	0	\$ -
4 ABSENCE FEE(SUN. & HOL.)	\$ 4,584.00	1	0	\$ -
5 PREMIUM RATE 1: Monday-Friday (8-12 hours)	\$ 430.00	1	10	\$ 4,300.00
6 PREMIUM RATE 2: Monday-Friday (more than 12 hours), Saturday (8-12 hours) Sundays and Holidays (over 8 hours)	\$ 573.00	1	0	\$ -
7 PREMIUM RATE 3: Sundays and Holidays (more than 12 hours)	\$ 573.00	1	0	\$ -
8 COMPENSATORY TIME	\$ 2,296.00	1	0	\$ -
TOTAL				\$ 21,520.00

DESCRIPTION	COST	Mechanical FSR	QTY.	SUB-TOTAL
1 PER DIEM	\$ 82.00	1	7	\$ 574.00
2 AIRFARE	\$ 700.00	1	1	\$ 700.00
3 AIRFARE CHANGE FEE	\$ -	1	0	\$ -
4 HOTEL	\$ 160.00	1	5	\$ 800.00
5 CAR RENTAL	\$ 55.00	1	5	\$ 275.00
6 FUEL	\$ 55.00	1	1	\$ 55.00
7 TAXI	\$ -	1	0	\$ -
8 AIRPORT TRANSFER	\$ 150.00	1	2	\$ 300.00
9 OTHER	\$ -	1	0	\$ -
10 ADMINISTRATION FEE 10%		1	1	\$ 270.40
TOTAL				\$ 2,974.40

GRAND TOTAL				\$ 24,494.40
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Note: Value indicated are for estimate only. Actual invoice will be billed at KCA Field Service Rate, see attached.



1450 W. Rincon Street, Corona, CA 92880-9205
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www.kobelcocompressors.com

KCA-TP-001
FEBRUARY 1st, 2024

USA, CANADA & MEXICO (DOMESTIC RATES)
FIELD SERVICE TERMS AND CONDITIONS
EFFECTIVE FEBRUARY 1st, 2024 (SUBJECT TO CHANGE WITHOUT NOTICE) (1 OF 3)

KOBELCO COMPRESSORS AMERICA, INC. (KCA)...maintains a staff of trained and competent Field Supervisors, in the Technicians and Specialist capacity to provide technical supervision for our customers for the start-up, overhaul, repair, and maintenance of KCA built machinery. If more extensive technical expertise is required, KCA has access to many vendor facilities including our main technical office with onsite engineers and programmers.

FIELD SERVICE FUNCTION: The KCA supervisor is a representative of Kobelco Compressors America Inc. and acts on behalf of KCA to support customers to interpret drawings and provide instruction to the plant personnel for operation and maintenance, inspection of machinery, repair, and inspection of spare parts. At all times the KCA field supervisor will be working under the instructions from the supervisor in charge of the job site. The customer shall supply, at his own expense, all labor, material, equipment, replacement parts (other than defective parts still under warranty), tools, cranes, rigging tools, and facilities (including safety equipment and training) required to perform the physical work on the installed equipment. Customer shall also supply accommodations and all transportation related to scope of work during stay at job site.

INDEMNITY/LIABILITY: Purchaser hereby indemnifies Kobelco Compressors America, Inc. against all claims by it, its representatives, agents, and by any other party or parties for any and all damages to property (including all consequential damages) and for any and all injuries (including death) arising from KCA, its agents, and its employees, presence or actions, advice or assistance not attributable to the sole negligence or wrongful act of KCA, its agents and employees: and against any and all claims resulting from the acts or omissions of purchaser, its agents and its employees. In any event, Supplier's total liability shall not exceed the value of the contract on which such liability is based.

RATES DEFINED:

Domestic Field Service Rates						
Representative Type	Onshore (8-hr Daily minimum)			Offshore (12-hr Daily minimum)		Per Diem
	Standard Hourly Rate	Overtime Hourly Rate	Premium Hourly Rate	Offshore Hourly Rate	Premium Offshore Hourly Rate	Per Diem Rate
Description	<i>Billed for:</i> -All travel hours -All hours worked M-F up to 8 hours per day -All standby / compensatory hours	<i>Billed for:</i> -All hours worked over 8 up to 12 hours M-F -All Hours worked on Saturday up to 12 hours	<i>Billed for:</i> -All hours over 12 hours Monday to Saturday -All hours worked Sunday or Holiday	<i>Billed for:</i> -All hours worked Monday to Sunday up to 12 hours per day	<i>Billed for:</i> -All hours over 12 hours Monday to Sunday -All hours worked on Holiday	<i>Billed for:</i> -Each day FSR is away from home base. -For Offshore work, only billed on travel days.
Field Technicians	\$221.00	\$331.00	\$441.00	\$441.00	\$662.00	\$82.00
Senior or Specialist	\$287.00	\$430.00	\$573.00	\$530.00	\$795.00	\$82.00

- Standard working day is 8:00am to 5:00pm with a one (1) hour break for lunch daily, that will not be billed.
- Customer personnel required to sign timesheets daily.
- Field Service Representative type shall be determined by KCA at time scope of work is defined prior to placement of order.

The information contained herein is proprietary. This information shall not be discussed outside your organization nor shall it be duplicated, used or disclosed for any purpose other than as permitted under written agreement with KCA.



KOBELCO COMPRESSORS AMERICA, INC.

1450 W. Rincon Street, Corona, CA 92880-9205

Tel: 951-739-3030 Fax: 951-739-3029

www.kobelcocompressors.com

**USA, CANADA & MEXICO (DOMESTIC RATES)
FIELD SERVICE TERMS AND CONDITIONS**

EFFECTIVE FEBRUARY 1st, 2024 (SUBJECT TO CHANGE WITHOUT NOTICE) (2 OF 3)

TRAVEL TIME...All travel time is charged at the standard hourly rate for each hour traveled. Travel time is from the time representative leaves home base until he reaches site or lodging and returning from site or lodging to home base. Holiday travel will be billed at the holiday rate.

EXPENSES...Per Diem allowance covers the cost of meals and incidentals only, no receipts will be submitted. Any other expenses such as visas and related fees and travel, immunizations, airport taxes, phone calls and purchases directly related to these costs shall be charged to the customer with receipts.

EXPENSES INCLUDING...Air, railroad, bus, taxi, lodging and related costs, which may include gas, tolls, or other expense incurred shall be billed at cost plus ten percent (10%). All air travel exceeding eight (8) hours of travel time will be booked at business class rates. Less than eight (8) hours will be at coach class fully refundable fare. Any upgrade service will only be invoiced when no other is available. Any and all expenses incurred as a result of cancellation of services by the customer, contractor, job site conditions, or for any reason other than the decision of KCA will be the full responsibility of the customer plus ten percent (10%).

THE MAXIMUM HOURS PER DAY...Including work, travel, and standby time shall not exceed sixteen (16) hours per day for safety considerations. All time worked over ten (10) hours will have an additional 30-minute billable lunch. Assignments of field personnel will not exceed twenty-one (21) continuous days. Rotation of service personnel will be at customer's expense. Customer personnel required to sign timesheets daily.

Taxes...All taxes, including local taxes, withholding taxes, will be paid by the customer.

Holidays...KCA Recognized Holidays for Field Service

New Year's Day	January 1, 2024	Independence Day	July 4, 2024
Martin Luther King Jr.	January 15, 2024	Labor Day	September 2, 2024
President's Day	February 19, 2024	Veterans Day	November 11, 2024
Good Friday	March 29, 2024	Thanksgiving Day	November 28 - 29, 2024
Memorial Day	May 27, 2024	Christmas Day	December 24 - 25, 2024

These terms and conditions are good for (60) sixty days from the time we receive the purchase order confirmation.

PURCHASING COMPANY:	
AUTHORIZED REPRESENTATIVE. (PRINT):	
SIGNATURE:	
PURCHASE ORDER (PO) NUMBER:	
PROJECT REFERENCE NUMBER:	DATE:

Confirmation of your acceptance of these rates and policies and the issuance of a purchase order number are required in order to release a supervisor or engineer to travel to your site. (KCA requires (2) two weeks prior notice to schedule a Field Service Representative.)

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USA, CANADA & MEXICO (DOMESTIC RATES)
FIELD SERVICE TERMS AND CONDITIONS

EFFECTIVE FEBRUARY 1st, 2024 (SUBJECT TO CHANGE WITHOUT NOTICE) (3 OF 3)

INSURANCE...KOBELCO COMPRESSORS AMERICA, INC. maintains the insurance coverage listed below.

INSURANCE COVERAGE (US\$)		
	Each Occurrence	Aggregate
Commercial General Liability Products & Completed Operations	\$1,000,000.00	\$ 2,000,000.00
Automobile Liability	\$1,000,000 each accident	
Workers Compensation	Statutory Benefits, or if applicable, Outer Continental Shelf Lands Act Coverage.	
Employers Liability	\$1,000,000 each accident, \$1,000,000 disease – each employee, \$1,000,000 disease – policy limit	
Umbrella/Excess Liability	\$4,000,000.00	\$4,000,000.00

Insurance certificate available upon request.

Estimated on 10/7/24

Labor Team Rates & Estimate

Type	Hourly Rate
Millwright	
Straight-time	\$ 124.00
Overtime	\$ 173.00
Double-time	\$ 221.00

- *10 HR minimum per day
- **Stand By Billed at straight rate
- ***Per Diem billed at \$235 per person per day

ES-414 Estimate

	Work Hrs	People	Total Hrs	Hourly Rate	TOTAL
Millwright					
REG	40	3	120	\$ 124.00	\$ 14,880.00
OT	10	3	30	\$ 173.00	\$ 5,190.00
DT	0	3	0	\$ 221.00	\$ -

	People	Days	Rate	TOTAL
Per Diem	3	5	\$ 235.00	\$ 3,525.00

TOTAL \$ 23,595.00

5 Working Days

Estimated on 10/7/24

Materials, Consumables, and Tools

Materials and Tools for ES-414

Item	Description	Rate	People	Days	Total
Mobilization and Demobilization	Billed Per Trip, per person	\$ 1,817.00	3		\$ 5,451.00
Mileage	Billed Per Day, per person	\$ 130.00	3	5	\$ 1,950.00
Tooling and Rigging	Billed Per Trip				\$ 4,800.00
Consumables & Materials**	Billed Per Trip				TBD

**if accessive consumables or mileage required, KCA to propose additional costs

TOTAL \$ 12,201.00

KOBELCO's COMMERCIAL TERMS AND CONDITIONS – September 9, 2011

1. Place of Delivery

As stated in quotation.

2. Terms of Payment

As stated in quotation.

3. Time of Shipment

As stated in quotation.

4. Warranty

Supplier warrants the Equipment quoted herein to be of proper materials and first class design and workmanship. Should any part of the Equipment prove defective in materials, design or workmanship within the warranty period stated below and should it be clearly found that the defects are caused by Supplier, Supplier will furnish inspection service and repair at Supplier's cost or replace the defective part on the basis of the contractual delivery terms, but the labor cost at the site and other indirect cost, including staff or engineering cost by Purchaser/Owner is not borne by Supplier, provided that the machinery or equipment is operated under normal conditions and further that the proper notification of such defects is made to Supplier within the warranty period and reasonable opportunity is given Supplier to make a complete inspection to determine the extent and cause of such defects. The warranty period is 12 (twelve) months from the date of shipment. Corrosion, erosion and normal wear are out of scope of warranty.

THE ABOVE REMEDIES ARE THE EXCLUSIVE REMEDIES OF THE PURCHASER FOR ANY CLAIM THAT THE EQUIPMENT FAILS TO MEET THE WARRANTY SET FORTH ABOVE.

Supplier DOES not make any other warranties, whether express or implied, including but not LIMITED to merchantability and fitness for particular purpose or special circumstance.

5. Force Majeure

Supplier shall not be considered in default in the performance of Supplier's obligation hereunder if such performance is prevented or delayed due to Force Majeure. As used in this quotation, Force Majeure includes, but not limited to, act of God, war (whether declared or not), armed conflict (whether internal or international), insurrection, riot, civil commotion, storm, rebellion, strike, lockout, tidal waves, flood, lightning explosion, fire, earthquake, act of any government and any other happening (whether similar to other foregoing or not) which we could not reasonably prevent or control.

6. Consequential Damage

The Seller shall in no event be liable to Purchaser/Owner or any other clients by way of indemnity or by reason of any breach of Purchaser/Owner in tort or otherwise for loss of use of the Equipment or any part thereof or for loss of production, loss of profit or loss of any contract or for any indirect, special or consequential loss or damage that may be suffered by Purchaser/Owner or any other clients in connection with the Contract.

In any event, Supplier's total liability shall not exceed the price of the Equipment on which such liability is based.

7. Suspension

Suspension of work by Purchaser/Owner shall be limited for 60 days, but, if it exceeds 60 days, it shall be automatically considered as Termination for no default of the Supplier, unless otherwise mutually agreed for the extension. If any additional costs (ex. Storage cost, maintenance cost) shall occur to Supplier during the suspension period, it shall be reimbursed with overhead (20%) by Purchaser/Owner. The additional costs shall be paid by Purchaser/Owner in monthly basis.

8. Cancellation

Purchaser/Owner may cancel its order only upon written notice and the payment to us of reasonable and proper cancellation charges including all incurred <completed works, purchased items and overhead (20%) > cost performed by Supplier. The cancellation fee shall be paid within 30 days after Purchaser/Owner's cancellation notice.

9. Duties and Taxes

The prices quoted herein do not include any Import duties, withholding tax, Federal and Provincial sales taxes, other taxes, fees or charges, of whatever nature, now and hereafter imposed in the final destination. Purchaser and/or Owner shall be responsible for any duties and taxes after the delivery point in the Contract.

10. Governing Law and Arbitration

The contract by and between Supplier and Purchaser for the Equipment shall be governed by and construed in accordance with laws of the State of New York, USA.

If any dispute is caused during the contract, Purchaser/Owner and Supplier do their best efforts to solve it by mutual efforts.

However, any dispute, controversy or claim arising out of or relating to the contract or any alleged breach thereof, which cannot be settled by mutual agreement between Purchaser/Owner and Supplier, shall be settled by an arbitration in conformity with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, in accordance with such rules for the time being in force. It will be held in New York, NY, USA.

12. Validity

30 days from the date of commercial quotation.

13. Scope of Supply

In accordance with commercial quotation per Supplier's Technical Specification.

14. Packing and Inspection

Packing shall be as per our standard packing. Inspection shall be executed by Supplier at Supplier's works according to Supplier's standard. If an inspection by Purchaser or third party is required, and acceptable to Supplier, all charges incurred for inspection shall be borne by the Purchaser.

15. Shipping

Shipping contracts made by Supplier shall be to Purchaser's account. All claims for loss or damage after risk of loss has passed to Purchaser shall be filed by Purchaser with the carrier. Purchaser shall be liable to Supplier for the full price of the goods, irrespective of loss or damage in transit. Supplier shall not be required to provide freight cost receipts to Purchaser at the time of invoice. Purchaser shall bear all risk and expense for delivery of goods, including without limitation, shipping, loading, unloading, storage, freight, and insurance. Goods may be shipped to Purchaser in whole or in part. Title to goods shall pass to Purchaser when delivered to the carrier or the Purchaser, whichever occurs first, even if the goods are shipped freight prepaid. Among other things, a signed delivery receipt or bill of lading will constitute proof of delivery. The choice of carrier is made solely at the discretion of Supplier, and Supplier makes no representation as to the acceptability of a particular carrier. Except when Supplier expressly agrees in writing, Supplier does not guarantee shipment or delivery by a certain date or time, although Supplier will strive to deliver goods by the date that it may communicate to Purchaser. Supplier shall not be liable to Purchaser, or any other person, for any loss or damage of any kind which results from delay in shipment, delivery, or failure to give notice of delay, whether or not such delay was caused by Supplier or otherwise. Upon request from Purchaser, Supplier may accept to ship on prepaid-and-add basis, however a handling fee of 15% of prepaid shipping cost may be applied and added to our invoice.

16. Payments

A monthly charge of 1.5% may be charged on amounts owed by Purchaser to Supplier that have not been paid within the due date, subject to the maximum amount permitted by law.

17. Remarks

The other terms and conditions not mentioned herein shall be mutually agreed later.



Kobelco Compressors America, Inc.

(Formerly KEC)
1450 W. Rincon Street
Corona, Ca 92878

Phone: (951) 739-3030 Fax: (951) 739-3122
www.kobelcocompressors.com

Quotation

Company: CITY OF VINELAND KCA Quote Number 20625
 Attention: _____ Date: Wednesday, October 9, 2024
 Phone: _____ From: Denise Tormero Denise.Tormero@Kobelco-KCA.com
 Email: _____ Sales: David Washington David.Washington@Kobelco-KCA.com
 Ref. No.: ES-414

Line	Part Number	Description	Qty	UOM	Unit Price	Ext. Price	Lead Time (Weeks)
1	VALVE REPAIR	REPAIR TO INCLUDE SPRAY AND GRIND	1	Ea	\$55,000.00	\$55,000.00	7
2	HOUSING REPAIR	Chrome Repair	1	Ea	\$72,800.00	\$72,800.00	7
3	PAINT	PAINTING	1	Ea	\$12,000.00	\$12,000.00	7
Extended Total						\$ 139,800.00	

Payment Terms Net 30

*A monthly charge of 1.5% to be invoiced automatically on amounts owed by Purchaser to Supplier that have not been paid within the due date, subject to the maximum amount permitted by law.

Validity of Quotation 30 Days

Delivery (Subject to prior sale) 7 Weeks A.R.O.

Terms of Delivery EXW, Corona, CA

Items Not Included Duties, Freight, Taxes, etc.

Please note if you have a Tax-exempt form or Resale Certificate please provide it when you place your order.

Thank you in advance for your consideration.

Sincerely,

Aftermarket Sales Department

Note: Our quotation is conditioned on the attached KOBELCO'S Commercial Terms and Conditions - September 9, 2011