



RE: Village of Wellington Parks Replaces ID4469 - Fiberglass Enclosed Irrigation Pump Station

Hoover Pumping Systems will furnish one Hoover model **HC2F-50J20PDV-460/3-MR3L-Z**

50 HP Dual with Jockey Centrifugal Variable Frequency Drive (VFD) Hooverflow Pump Station specifically designed for this project with the following features:

- Deliver an estimated 1200 total GPM @ 90 PSI at the station discharge at 10.0' Lift.
- 4 ft x 8 ft Hoover reinforced pump enclosure with:
 - Ultraviolet and chemical-resistant forest green fiberglass (Painted or Powder Coated Steel Not Acceptable)
 - Lockable corrosion-resistant stainless steel hardware
 - Ventilation for motors and controls
 - Hinged access cover with gas-filled support shocks
- UL listed self-diagnostic Hooverflow VFD control system specifically configured for this project includes:
 - Hooverflow controls to sequence pump start and retirement using mag flow sensing to operate pumps as close as possible to best efficiency point
 - An individual, dedicated VFD for each motor
 - Consistent pressure control throughout design flow range
 - 4G Cell Modem with remote power reboot capability
 - Stainless Steel NEMA 4 panel to guard against dust, insects, and moisture
 - User friendly web interface
 - Supervisory controls and monitoring with automatic alerts capability
 - Soft ramp-up and ramp-down
 - Current, phase, and voltage protection
 - VFD fault protection
 - VFD forced air cooling
 - Loss of Prime protection
 - Motor O/L and thermal protection
 - Transient surge protection
 - Industrial UPS to guard electronics
- Hoover Flowguard® Internet-based water management system, remote operation, history, 24/7 email notifications of problems, flow and pressure graphs, water use reports and permit compliance, settable water and maintenance windows. Includes shut-off valve with local bypass for maintenance, one year communication plan, remotely managed rain gauge.
- Dual 50HP Centrifugal Pump with flanged suction and discharge connections (threaded connections not acceptable). Includes Premium efficiency, dust and water resistant, Totally Enclosed Fan Cooled (TEFC) motor (Open Drip Proof (ODP) motor not acceptable). Hoover to reuse both Motors.
- 20hp-460/3PH VFD (PD) Centrifugal Jockey ADD ON Chassis. Hoover to reuse both VFDs for 50HP Motors.
- 6" Corrosion-resistant discharge header includes:
 - Hot-dipped galvanized grooved pipe and fittings (Painted or Powder Coated Steel Pipe and Fittings Not Acceptable)
 - Bronze disk discharge maintenance isolation valve
 - Epoxy coated cast iron magnetic flow meter with no moving parts to control pump sequencing, resulting in longer equipment life and lower operating cost (Insertion Type Flow Meter Not Acceptable)
 - 6" Epoxy coated cast iron solenoid shut off, PSI transducer valve.
- 6 ft x 12 ft Hot-dipped galvanized structural steel skid (painted steel not acceptable) placed on Customer's existing concrete pad



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- Pressure tank assembly that saves energy and extends the service life of variable frequency drive, pump motor and irrigation system fittings. Hoover-designed, adequately sized pressure tank system reduces typical pump start frequency that occurs due to normally expected irrigation field leaks.
- 10" Corrosion-resistant pump station discharge line includes:
 - Hot-dipped galvanized grooved pipe and fittings (Painted or Powder Coated Steel Pipe and Fittings Not Acceptable)
 - Galvanized steel pipe below grade for irrigation main line tie-in by Hoover
- Install 2-8" and 1-6" individual intake for each pump consisting of corrosion-resistant hot-dipped galvanized suction piping to below grade, with up to **80 ft** of High Density Polyethylene (HDPE) heat-fusion pipe. Each intake line includes a cast iron check valve, and a submerged buoyant support system to stabilize the 316 stainless steel intake screen set in the anaerobic water zone, (FLOATING screen assemblies not acceptable), limiting algae growth on the screen. Intake screen surface area is engineered to result in water velocity (0.5 ft/sec) that also minimizes frequency of cleanings (2 to 5 year typical cleaning interval).
- First year annual Hoover Flowguard preventative pumping station maintenance included.
- Removal and Disposal of existing equipment offsite.
- **Customer is responsible for the removal and replacement of the fence to allow access to the pump station.**
- One service call to perform initial Startup and Calibration.

Pump Station - Lump Sum Price: \$107,714.94

Note: Electrical service, additional suction footage, and permits are not included. F.O.B. Palm Beach County. Priming of pumps on customer installed suction lines not included. Backflow protection of water source not included. 230V open-delta 3-phase may require an increase in electrical equipment size.

This proposal is valid for 60 days from August 19, 2024.

TERMS: Deposit of 35% is due with signed contract prior to commencement. Payments are due within 20 days of invoice date. Interest will be due and shall accrue at the rate of 1 1/2% per month compounded on any overdue amount. RETAINAGE WILL NOT BE WITHHELD FROM PAYMENTS DUE. Collection costs, including attorney's fees, will be due in the event of nonpayment. By execution of this Proposal/Contract, customer agrees to and understands that this Proposal/Contract incorporates the Hoover Pumping Systems Terms and Conditions of Sale.

Please call if pump performance or other features do not meet project criteria. Thank you for your consideration.

Accepted By:
Hoover Pumping Systems, Corp.

Accepted By:
Village of Wellington Parks

Kim Hudak
August 19, 2024

Signature/ Printed Name/ Date



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HOOVER PUMPING SYSTEMS TERMS AND CONDITIONS OF SALE

Hoover Pumping Systems Corporation, hereinafter referred to as "HOOVER," sets forth the following Terms and Conditions of sale to the "Buyer."

1. **CONTRACT ACCEPTANCE.** All orders and contracts are subject to acceptance by the executive office at HOOVER. Only contracts signed by HOOVER shall be honored. Previous proposals, either verbal or written, shall not be valid.
2. **TAXES.** HOOVER's prices do not include sales, use, excise or similar taxes unless expressly stated within the contract. The amount of any present or future sales, use, excise or other similar tax applicable to the sale or use of the equipment shall be paid by the BUYER, or in lieu thereof, the BUYER shall provide the Company with a tax exemption certificate acceptable to the taxing authorities.
3. **TERMS.** On approved credit, except as otherwise indicated within the contract, payment is due upon delivery or buyer requested delivery date, whichever is sooner. In the absence of approved credit, HOOVER may modify the time of payment or any agreement for extension of credit, or may require joint checks, partial or full payment prior to manufacturing, assembling, shipping, delivery, or installation of equipment. No amount may be deemed as Retainage and withheld from payment at any time. Interest will be due and shall accrue at the rate of 1 ½% per month compounded on any overdue amount. All collection costs incurred, including attorney's fees, will be due in the event of late payment or non-payment. HOOVER has the right to lien and enforce collection and exercise all rights available including refusal to provide service or completion of contracted work in the event of non-payment. In addition, HOOVER shall retain a security interest in the equipment as provided by the Uniform Commercial Code, until such time HOOVER receives payment for the equipment in full.
4. **DESIGN.** HOOVER reserves the right to discontinue the manufacture of any model or to make changes in design for any product improvement without incurring any obligation to furnish or install the same on product previously furnished. HOOVER reserves the right to request additional compensation for BUYER requested written changes.
5. **RETAINING TITLE.** Except where prohibited by law and without regard for terms apportioning risk, determining time and place of delivery, and allocating the cost of freight, HOOVER will retain title to the goods until the delivery of goods or full payment thereof, whichever is later.
6. **SHIPMENT – DELIVERY.** Shipping and delivery dates are estimates. HOOVER will make all reasonable efforts to maintain delivery schedule after receipt of a written executed contract. Shipping and delivery dates are based on HOOVER's prompt receipt of complete written contract details, credit approval, and required deposits. In the event the BUYER cannot take delivery on the agreed upon delivery date, delivery shall be deemed completed on the agreed upon delivery date at HOOVER's pump station facility for the purpose of payment. In addition, HOOVER retains the right to charge BUYER for additional storage and handling charges incurred, with a minimum charge of \$750.00.
7. **DELAYED DELIVERIES.** HOOVER shall not be liable for any delay in shipping and/or delivery of ordered goods for any cause whatsoever.
8. **CANCELLATION.** No orders or contracts may be canceled without the consent of HOOVER. At HOOVER's option, canceled orders are subject to payment of cancellation charges equal to all cost incurred by HOOVER up to the date of cancellation, including a reasonable allowance for overhead and profit (Cancellation Charges).
9. **DEPOSIT.** Unless expressly waived in writing by a duly authorized representative of HOOVER, BUYER shall be required to pay a deposit of Thirty-Five percent (35%) of the contract balance upon entering into the contract. BUYER understands and agrees that said deposit will be applied to HOOVER's costs, and in the event of cancellation by BUYER, said deposit will be applied to any and all Cancellation Charges incurred.
10. **SITE ACCESS.** BUYER is responsible for providing HOOVER unrestricted access to pump site including identification of utilities and landscaping. If necessary, BUYER will relocate utilities and landscaping in conflict with proposed work. HOOVER will not be responsible for cost of repairing or replacing any utilities, landscaping, or any site improvements damaged by its work.



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11. **ELECTRICAL.** Hoover Pumping Systems will not liable for any Electrical work required by local government agencies outside the scope of connecting the pump station to the customer provided power source. Any additional requirements made by any government agency prior to completion or during inspection will be deemed a necessary change order to the contract and thereby the financial responsibility of the customer.
12. **EXCLUSIONS.** Excluded from the Hoover Pumping Systems work scope are the following - Site, Earthwork or Excavation Shoring, De-Watering, Utility Conflict Resolution, Excavations greater than 4 feet deep, Compaction, Grading, Supplying Fill, Excavation through rock or other dense materials, Excavation on steep slopes, through pavement, roots that could damage vegetation. Removal of Excess Fill or debris, Landscape and Site Improvements or restoration.
13. **CLEAN UP.** HOOVER will remove all scrap material it has brought onto site.
14. **INSURANCE.** HOOVER will maintain insurance in accordance with acceptable business practices.
15. **RETURN OF GOODS.** Custom ordered equipment built to BUYER's specifications can not be returned unless approved in writing by HOOVER. Unless the return is to correct a HOOVER error, all equipment authorized for return is subject to a minimum handling charge of 15% of the invoice value of the returned equipment. All equipment to be returned must be packaged by the BUYER and shipped prepaid insured for full invoice value or BUYER accepts the loss or damage during shipment.
16. **CONDITIONS.** All sales made by HOOVER are subject to these conditions, as updated from time to time, unless otherwise agreed in writing with a duly authorized representative of HOOVER.
17. **FORCE MAJUERE.** Hoover Pumping Systems shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. The non-performing party must make every reasonable attempt to minimize delay of performance. In the event force majeure causes a material price increase in or continues longer than 120 days, either party may terminate the Agreement, repaying the full amount of the deposit within 10 days of termination notice.
18. The BUYER's sole and exclusive remedy against HOOVER shall be for the repair or replacement of or refund for defective parts as described within the Warranty Statement. No other remedy (including, but not limited to, incidental or consequential damages of any nature whatsoever, such as, but not limited to lost profits, lost sales, delay or acceleration damages, injury to personal property, other incidental or consequential loss) shall be available to BUYER for & which BUYER hereby expressly waives same.
19. In the event of any litigation arising out of or in connection with these Terms and Conditions of Sale, the Contract, and /or Contract Documents, the prevailing party shall be entitled to reasonable attorney's fees and costs. In any legal action out of or in connection with these Terms and Conditions of Sale, the Contract, and /or Contract Documents, the parties hereby waive in advance any right to a trial by jury. Legal action shall take place in Broward County, Florida.
20. **ENTIRE AGREEMENT.** The contract documents shall consist of these Standard Terms and Conditions of Sale, Hoover Pumping Systems Warranty Statement, the Contract, Project Information Form, Request for Electrical Information, and Deposit Form ("Contract Documents"). The Contract Documents contain the entire agreement between HOOVER and BUYER and shall not be modified or amended except by written instrument signed by and authorized representative of HOOVER.



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HOOVER PUMPING SYSTEMS WARRANTY STATEMENT

Hoover Pumping Systems Corporation, hereinafter referred to as "HOOVER," warrants its new products to be free from defects in workmanship and material for a period of twelve (12) months from start up or eighteen (18) months from the date of delivery or BUYER's requested delivery date, whichever end date occurs first. Replacement for any defective part(s) will be shipped upon delivery of the defective part(s).

At HOOVER's discretion, HOOVER shall repair, replace, or refund the prorated value of any parts it determines are defective, as long as:

- The system is operated within the design limits of the components and the system.
- The system is operated in accordance with the instructions in the system Operation and Maintenance Manual.
- The warranty claim is reported to HOOVER during the life of the warranty.
- Each instance of hardware failure is reported to HOOVER to obtain HOOVER's concurrence that a part should be repaired or replaced.

In addition:

1. HOOVER reserves the right, at its discretion, to inspect the pump station and all parts for warranty claims in any Residential or Commercial application where the pump station is located. Customer will grant Hoover permission to enter the property to inspect the parts under the warranty claim. Hoover reserves the right to repair or replace with exact part or equivalent replacement part if exact part is not available. If parts are to be returned to vendor, BUYER is responsible for return shipping costs, if applicable.
2. HOOVER will provide assistance to BUYER in trouble shooting reported failures. BUYER agrees to participate in conducting diagnostic trouble shooting with HOOVER's assistance.
3. Any modifications made by BUYER and/or any other party other than by HOOVER during the warranty period will automatically void this warranty.
4. This warranty extends to original BUYER and subsequent owners as long as such transfer of ownership falls within the warranty period.
5. This warranty is in effect only if the pumping station occupies the site where the product was originally installed.
6. If HOOVER repairs or replaces a part, neither the warranty term of the part or system is extended.
7. This warranty does not cover damage under the following conditions:
 - Default of any agreement with HOOVER
 - Misuse - as defined by but not limited to – rapid recycling, restricted intake, continuing use above design flow, continued use of Manual Reset to override reported fault condition alarms, abuse,
 - Failure to conduct routine maintenance as specified by HOOVER.
 - Failure to utilize settings recommended by HOOVER Flowguard® help desk, including, but not limited to, water windows; and recommendations of HOOVER Service Technicians at or following startup.
 - Handling any liquid other than irrigation or potable water.
 - Damage due to electrolysis, erosion, or abrasion.
 - Presence of destructive gaseous or chemical solutions.
 - Power quality problems including but not limited to: over voltage, under voltage, surge, lightning, phase loss, and phase reversal.
 - Excessive temperatures. (In freezing climates, it is necessary to properly prepare the installed system in winter shutdown in order to minimize the potential for freeze damage.)
 - Vandalism, flooding, acts of war or terrorism, neglect or intentional acts of the owner, contractor or their agents, fire, lightning, wind, rain or any cause beyond HOOVER's control.
8. All technical advice, recommendations and services rendered by HOOVER are based on technical data which HOOVER believes to be reliable and is intended to be used by skilled persons, at their own discretion and risk. HOOVER assumes no responsibility for results obtained or damages incurred from their use of HOOVER for such advice in whole or in part. Such recommendations, technical advice or services are not to be taken as a license to operate under or intended to suggest infringement of any existing patent.
9. If HOOVER decides to dispatch a technician to the BUYER's site to check or replace parts reported defective by the BUYER, and the technician determines that the failure is NOT due to a defect in HOOVER materials and/or workmanship, BUYER agrees in advance to pay HOOVER for the service call, which will be billed at HOOVER's prevailing rate.
10. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS SOLD. THE FOREGOING CONSTITUTES HOOVER'S SOLE WARRANTY AND EXTENDS NO WARRANTIES BEYOND THE DESCRIPTION ON THE FACE HEREOF.