



TO: Indian River County South  
2500 6th Ave. S.W.  
Vero Beach  
Florida 12444  
USA

PROJECT: INDIAN RIVER COUNTY, FL (WEST)

ATN: Tony Etter

PROPOSAL DATE: May 10, 2017

CC: EnviroSales of Florida, Inc. / ph#: 863/314-0616 / fx#: N/A  
Sam Gutridge

**The following Notes apply to Aqua-Aerobic Systems' proposal:**

- We are pleased to quote, for acceptance within 90 days of this date, prices and terms on goods listed below.
- Equipment will be furnished by Aqua-Aerobic Systems, Inc. with civil work (if necessary) by the Buyer.
- Equipment listed below is for rebuild of one (1) 12.5' x 42' AquaABF unit as requested by the customer.
- If additional equipment modifications beyond the proposal scope are required to the filter, they will represent an additional cost.

- Turnkey teardown and installation of the equipment will be completed as follows:

Removal (Aqua contractor responsibilities)

- The Aqua contractor shall remove the sand media, all hold down angles, spacer rods, 1/4-20 hardware, caulk, porous plates, and backwash shoe.
- After removal, all cell dividers will be inspected and ledges will be cleaned to be free of caulking by the Aqua contractor.
- The backwash and washwater pumps will be removed.

Installation (Aqua contractor responsibilities)

- Once unit is clean, new alumina oxide porous plates, sealant, retaining angles and hardware will be installed.
- New stainless steel spacer rods and hardware will be installed.
- The new backwash shoe will then be installed, and the existing wear strip surface smoothed.
- A light test will be performed to assure the plates are installed properly for the plant.
- The media will be installed via pneumatic truck.
- The new backwash and washwater pumps will be installed
- After these components have been replaced, a walk through of the entire filter will be performed to check for other possible problems. Wear strips, bearings, pumps, etc. will be inspected to make sure everything is working correctly.

The Aqua contractor shall:

1. Provide compressed air.
2. Offload all equipment shipments.
3. Provide a dumpster and disposal for all waste materials.
4. Provide plywood for walking on top of the cells, and tarp to cover the filter area during installation.
5. Provide fans for air circulation and improved curing of the sealant.
6. Dump the existing media at the job site. If the media needs to be disposed of at a landfill then additional costs shall apply.

The customer shall provide or confirm the following:

1. Electrical service 110V, 20amp needs to be provided by the customer.
2. The customer shall prevent influent from entering the filter during the course of the rebuild project.

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Price does not include delays beyond contractor control. Price is for non-union labor. Access to the site is necessary from 7AM to 7PM.

**1 Underdrain Installation Component(s) consisting of:**

- Ceramically bonded alumina porous plate(s).
- Spacer blocks
- Tube(s) of sealant.
- Retaining angle(s).
- High grade silica sand approximately 11 inches deep, complying with sections 1, 2.2 and 5 of the standard specifications for the filtering material (AWWA Designation B100-09). The 10% size or effective size shall be between .55 and .65 millimeters. The uniformity coefficient (ratio of 60% size to 10% size) shall not exceed 1.50. Media shall be shipped in 3000lb supersacks.
- Stainless steel spacer stud(s).

**1 Set(s) Of Bridge Accessories consisting of:**

- Submersible pump(s) with 3 HP, 3 ph motors.

**1 Backwash Shoe Assembly(ies) consisting of:**

- Polypropylene backwash shoe(s).
- Stainless steel backwash shoe center plate(s).
- PVC backing plate(s).
- PVC piping and fitting(s).

**1 Backwash Shoe Tensioning Assembly Component(s) consisting of:**

- Backwash shoe tensioning bracket(s).
- Backwash shoe compression spring(s).
- Tensioning rod(s).

**Supervision/Freight Domestic**

**1 Supervision Services and Freight Package(s) will be provided as follows:**

- 1 Trip, 1 Day(s) On Site for Start-Up of the Filter.
- Freight to Jobsite

**The Following Notes apply to Aqua-Aerobic Systems' Proposal:**

- We expect record set drawings and equipment to be completed and in transit to you approximately 12-14 weeks after receipt of order with acceptable terms and conditions and guarantee of payment. Any changes to the record set drawings may result in price adder(s). \*Schedules may be adjusted at time of order placement, depending upon existing order backlog. Weeks quoted are actual working weeks.
- Materials and Services not specifically described/itemized in this proposal are not included in the quoted total price, and are to be supplied by the installing contractor/purchaser.

- F.O.B. ORIGIN; TITLE AND RISK OF LOSS: All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

- TAXES: State and/or local taxes are not included in the price but will be charged unless we receive a valid resale/exemption certificate.

- PAYMENT TERMS: Subject to credit approval and guarantee of payment, payment of 75% of the purchase price after equipment shipment Net 30 days from date of each shipment; and 25% upon completion of equipment installation, no retainage allowed.

- Supervision services included in Aqua-Aerobic Systems' proposal are based upon supply of the quantity of trips and days stated. Additional supervision services can be provided for an additional charge of \$1200/day plus travel and living expenses.

**GOODS QUOTED ABOVE WILL BE SOLD SUBJECT ONLY TO THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY OBJECTED TO.**

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PROPOSAL DATE: May 10, 2017

Proposal#: 140380



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Total Price: **\$132,185.00**

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**TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)**

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**QUALIFIED ACCEPTANCE AND INDEMNITY**

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other terms then upon such approval by any third party, AquaAerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, AquaAerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event AquaAerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by a third party, AquaAerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless AquaAerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

**WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER**

In return for purchase and full payment for AquaAerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warrant by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

**OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED** to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify AquaAerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods out of our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instructions, subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by AquaAerobic Systems, Inc., is modified or altered without the written approval of AquaAerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited that of the manufacturer thereof.

**THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.**

**UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER AN WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.**

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**THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.**

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Accepted by: \_\_\_\_\_  
Company: \_\_\_\_\_

Offer Respectfully Submitted,

*Paul Klebs*

By: \_\_\_\_\_ Date: \_\_\_\_\_

Paul Klebs, AfterMarket Sales Manager  
Aqua-Aerobic Systems, Inc.