AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

Proposal#: 173978

TO: **Indian River County WWTP**
2500 SW 6th Ave.
Vero Beach
Florida 32962
USA

PROJECT: **INDIAN RIVER CTY SOUTH WWTP FL**

ATN: **Kurt Steffen**

PROPOSAL DATE: **November 11, 2024**

CC: **EnviroSales of Florida, Inc. / ph#: 941/915-4861 Cell / fx#: 941/343-9245**
Chuck Hlavach

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 required by the Buyer.
- This proposal is for the partial rebuild of two (2) AquaABF units, 16' x 50'. Note that any items NOT listed in the proposal are assumed to be REUSED, not replaced

- Aqua Aerobic Systems shall retain the services of a contractor to perform the following:

TURNKEY TEARDOWN:
A. The existing relay control panels will be removed.
B. The existing festoon cables will be removed.
C. The existing festoon mast components will be removed.
D. The existing electrode holders and electrod rods will be removed
E. The existing backwash, washwater, and skimmer piping, hoses, and hardware will be removed.
F. The existing unistrut, indexing channel, and pegs will be removed.
G. The existing rail caps will be removed.

TURNKEY INSTALLATION/REPAIR:
a. The new relay control panels shall be installed.
b. The new festoon cables will be installed, and wired into the new panels.
c. The new festoon mast components shall be installed.
d. The new electrode holders and rods shall be installed, and set to the proper installation.
e. The new backwash, washwater, and skimmer hoses and piping shall be installed.
f. The new indexing channel, unistrut, and pegs shall be installed.
g. The bridge will be lifted, and the wheels wear strips, switches, and probes will be reviewed, and the pumps will be sent to proper flow rates.

NOTES:
The CUSTOMER shall provide for the following:
1. Offloading of the equipment shipments
2. A dumpster for removal of waste material.
3. Disposal of the waste material.
4. The ability to prevent flow from entering into the filter during the rebuild process.
5. Electrical service at 120 volt, 20 amp.
6. Access to the site from 7 AM to 7 PM.
7. Storage of the equipment shipments in a dry location, prior to installation.

- Any components not listed in the scope above, and in the proposal, are NOT included and assumed to be REUSED.
- Price does not include delays beyond contractor control. Price is for non-union labor.

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Two (2) Control Panel Assembly(ies) consisting of:

- NEMA 4X 316 stainless steel enclosure(s).
- Sub panel.
- Federal Alarm horn
- Warning light
- Contact relays
- Disconnect(s).
- Mechanical lugs
- Transformer(s).
- Fuse(s), fuse block(s), and cover(s).
- Size 0 motor starter(s) with motor circuit protector(s).
- Induction Relay(s).
- Control Relays
- Selector switch(es).
- Indicating pilot light(s).
- Din rail(s).
- Terminal(s).
- Timer(s).
- Adjustable TDR-ATC units
- Corrosion inhibitor(s).
- UL label(s).

Two (2) Backwash Piping omponent(s) consisting of:

- PVC couplings
- PVC pipe and fitting(s).
- Combo Hose Nipples
- PVC piping and fitting(s).
- Tees
- Stainless steel hose clamp(s).
- Hose(s).
- Quick connect coupler(s).

NOTE: Existing valves to be reused.

Two (2) Washwater Discharge Piping Component(s) consisting of:

- PVC pipe and fitting(s).
- PVC piping and fitting(s).
- Stainless steel hardware.
- Hose(s).
- Stainless steel hose clamp(s).
- Splash guard(s).

NOTE: Existing valve(s) to be reused.

Two (2) Skimmer Piping Component(s) consisting of:

- PVC Pipes
- Black Hoses
- Flexible hose(s).
- Nylon combination nipple(s).
- Stainless steel hose clamps.
- Stainless steel hardware.

NOTE: Existing skimmer assembly with blades, pump, skimmer heads, and stainless steel support hardware is to be REUSED.

Two (2) Festooning Cable Mast(s) components consisting of:

- Shim Blocks
- Painted pillow block bearing(s).
- Painted flanged idler pulley(s).

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NOTE: Existing cable mast weldment is to be REUSED.
- Shaft

Two (2) Electrical Cable Festooning System(s) consisting of:
- Cable connector(s).
- Flat electrical power cable(s).
- #14 AWG 12 conductor flat electrical cable(s).

NOTE: Existing trolley carriers, end trolley, mooring cable, mast assembly, and all associated hardware to be REUSED.

Two (2) Set(s) Of Bridge components consisting of:
- PVC Pipes
- Level sensing electrode rod(s).
- Level sensing electrode holder(s).
- Hose/Shank Assemblies

Two (2) Travel Trip Peg Installation Component(s) consisting of:
- Fiberglass unistrut(s).
- Travel peg(s).
- Unistrut nut(s).
- Stainless steel anchors and hardware.

Supervision/Freight

Supervison/Freight Domestic

1 Supervision Services and Freight Package(s) will be provided as follows:
- 4 Day(s) On Site for ELECTRICAL SUPERVISION
- 2 Trip(s) for ELECTRICAL SUPERVISION - 1 FOR EACH FILTER
- FREIGHT TO JOBSITE

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

- SCHEDULE: We expect submittals to be completed and in transit to you within 8-10* weeks after receipt of order with acceptable terms and conditions and guarantee of payment. We expect receipt of approved engineer's submittal with release for manufacture within 4-8 weeks of our transmittal of submittal data. We expect shipment of equipment (transit time excluded) to be approximately 18-22* weeks from our receipt of approved engineer's submittal data and release for manufacture. Schedules may be adjusted at time of order placement, depending upon existing order backlog. *Weeks quoted are actual working weeks. Estimated time of completion, based on the above information, coordination logistics, and current independent service provider schedule, is 66 weeks (approximately 465 days) from receipt of purchase order.
- Schedule changes due to supply chain disruption may impact the above quoted times. Aqua-Aerobic Systems will advise if/when any such disruption applies.

- 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 sales exemption certificate, direct pay permit, or other documentation required specifically by the taxing entity prior to shipment.

- PAYMENT TERMS: Subject to credit approval and guarantee of payment, payment Net 30 days from date of each shipment; no retainage allowed.
- Additional supervision services can be provided for an additional charge of $1750/day plus travel and living expenses.

- TRADEMARKS: Aqua-Jet® Surface Mechanical Aerator, Aqua-Jet II® Contained Flow Aerator, AquaDDM®

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Direct-drive Mixer, TurboStar® Directional Mixer, ThermoFlo® Surface Spray Cooler, Endura® Series Limited Maintenance Product, OxyMix® Pure Oxygen Mixer, OxyStar® Aspirating Aerator, TurboSta® Directional Mixer, rFold-a-Float® Self-deploying Segmented Float, SAF-T Float® Safe Accessible Float Technology, Aqua MixAir® Aeration System, AquaCAM-D® Combination Aerator/Mixer/Decanter, AquaSBR® Sequencing Batch Reactor, Aqua MSBR® Modified Sequencing Batch Reactor, AquaPASS® Phased Activated Sludge System, Aqua BioMax® Dual Treatment System, AquaEnsure® Ballast Decanter, Aqua EnduraTube® Fine-bubble Tube Diffuser, Aqua EnduraDisc® Fine-bubble Disk Diffuser, Aqua CB-24® Coarse-bubble Diffuser, AquaDisk® Cloth Media Filter, AquaDiamond® Cloth Media Filter, AquaDrum® Cloth Media Filter, Aqua MiniDisk® Cloth Media Filter, Aqua MegaDisk® Cloth Media Filter, AquaPrime® Cloth Media Filter, AquaStorm® Cloth Media Filter, OptiComb® Backwash System, OptiFiber® Cloth Filtration Media, OptiFiber PES-13® Cloth Filtration Media, OptiFiber PA2-13® Cloth Filtration Media, OptiFiber PES-14® Cloth Filtration Media, OptiFiber PF-14® Cloth Filtration Media, OptiFiber UFS-9® Cloth Filtration Media, Trust the Tag® OptiFiber® Service Mark, AquaABF® Automatic Backwash Filter, AquaMB® Multiple Barrier Membrane System, Aqua-Aerobic® MBR Membrane Bioreactor System, Aqua MultiBore® Membranes, Aqua Multibore® C-Series Ceramic Membranes, Aqua Multibore® P-Series Polymeric Membranes, Aqua ElectrOzone® Ozone Generation System, IntelliPro® Monitoring and Control System, AquaPRS™ PFAS Removal System, AquaPR-206™ PFAS Removal System, Aqua-Aerobic®, and the Aqua-Aerobic Corporate logo artwork are registered trademarks or pending trademarks of Aqua-Aerobic Systems, Inc. Nereda®, AquaNereda® Aerobic Granular Sludge Technology, and the AquaNereda Product logo artwork are a registered trademark of Royal HaskoningDHV. All other products and services mentioned are trademarks of their respective owners.

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.

Total Price: **$417,530**

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

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles. Resale of any products purchased from - Aqua-Aerobic Systems, Inc, is not permitted without prior written agreement with Aqua-Aerobic Systems, Inc expressly consenting to such resale. Any party who sells a product purchased from Aqua-Aerobic Systems, Inc, is subject to the terms and conditions includedherein.

DURATION OF QUOTATION
This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

PROPRIETARY INFORMATION
This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

PAYMENT TERMS; ORDERS;
Unless specifically stated otherwise, quoted terms are Net 30 Days from invoice date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office. Terms of payment are within Aqua-Aerobic Systems, Inc's sole discretion, and unless otherwise agreed to by Aqua-Aerobic Systems, Inc, payment terms must be accepted by Aqua-Aerobic Systems, Inc prior to Aqua-Aerobic Systems' acceptance of an order. Payment for the products must be made by approved credit card, check, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by Aqua-Aerobic Systems, Inc. Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. Orders are not binding until accepted by Aqua-Aerobic Systems, Inc.

SECURITY
If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

SHIPMENT
Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal. Buyer is required to notify Aqua- Aerobic Systems, Inc within 7-days of any discrepancies with shipment.

SHIPPING CHARGES; TAXES and OTHER RELATED FEES. Separate fees for shipping and handling will be charged on all purchases unless specifically stated otherwise. Prices quoted do not include any taxes, customs duties, or import fees. The Buyer is responsible for sales use and all other taxes and fees associated with the purchase. If aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc is required to pay

TITLE AND RISK OF LOSS
F.O.B. Destination - Delivery of goods to the destination 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.

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.

INSURANCE
Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage. Aqua-Aerobic Systems, Inc will provide evidence of coverage upon request. At no time will Aqua-Aerobic Systems, Inc issue a certificate of insurance listing Buyer as additional insured unless under fully executed contract and Aqua-Aerobic Systems, Inc is providing start-up services.

LIMITATION OF ACTION
No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE
No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be canceled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

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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 such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic 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, Aqua-Aerobic 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 Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua- Aerobic 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 Aqua-Aerobic 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 Aqua-Aerobic 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 warranted by Aqua-Aerobic Systems, Inc 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 Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business 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 or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. 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 instruction, or 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 Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to 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 DAMAGES, 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 ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Company: _____

By: _____ **Date:** _____

Offer Respectfully Submitted,

Tim Lamont

Tim Lamont, Senior Customer Service Representative
Aqua-Aerobic Systems, Inc.

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