



TO: Indian River County

PROJECT: INDIAN RIVER CTY SOUTH WWTP FL

ATN: Richard Meckes

PROPOSAL DATE: December 8, 2020

**CC: EnviroSales of Florida, Inc. / ph#: 941/343-9244 / 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 unloading of goods, and civil work (if required) by the Buyer.

- The proposal is based on the rebuild of two 16' x 50' traveling bridge filters, with 12" wide cells and a media depth of 11". Customer to confirm dimensions.

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

TURNKEY TEARDOWN:

- A. The contractor shall remove the media above and below the porous plates. Note that the existing media would be disposed of at the jobsite. If the media needs to be disposed of at a landfill, then additional costs would apply.
- B. Contractor will remove all ¼ - 20 hardware, angles, rods, and old porous plates. After removal all cells and ledges will be cleaned, inspected, and prepared for the new porous plates.
- C. The washwater, skimmer and backwash pumps shall be removed.
- D. The existing drive train including wheels, shafts, bearings, drive motor and gearbox shall be removed.
- E. The existing backwash shoe and tensioning assembly shall be removed.
- F. The existing wear strip shall be removed.

TURNKEY INSTALLATION:

- a. The new porous plates, angles, spacer rods, sealant, and hardware will be installed.
- b. While caulking is curing, a light test will be performed to assure the plates are installed properly for the plant.
- c. The new filter media shall be installed via pneumatic truck delivery.
- d. New backwash shoes and tensioning assemblies shall be installed.
- e. The washwater, skimmer and backwash pumps shall be replaced, and wired in by a certified electrician.
- f. A new backwash wear strip shall be installed in the effluent channel.
- g. A new drive train, including wheels, shafts, bearings, drive motor and gearbox will be installed on the existing bridge.
- h. Aqua-Aerobic Systems will mechanically start up the filter, after the rebuild has been completed.

NOTES:

The Contractor shall provide for the following:

1. Offloading of equipment shipments.
2. Storage of the equipment shipments in a dry location, prior to installation.
3. A dumpster and disposal of waste generated during the filter rebuild process.

The Customer shall provide for the following:



1. The ability to prevent flow from entering into the filter during the rebuild process.
2. Electrical service at 120 volt, 20 amp.
3. Access to the site from 7 AM to 7 PM.

- Note that price does not include delays beyond contractor control. Price is for non-union labor.

2 ABF Bridge Drive Assembly(ies) consisting of:

- Turned, ground and polished drive shaft(s) wrapped in PVC tape.
- Filter bridge wheel(s) with key way.
- Shaft stop collar(s).
- Drive gear reducer(s).
- Drive motor(s).
- Self aligning flanged bearing(s).
- Grease fitting(s).
- Gearbox mounting bracket(s).

2 ABF Bridge Idler Assembly(ies) consisting of:

- Turned, ground and polished idler shaft(s) wrapped in PVC tape.
- Filter bridge wheel(s) without key way.
- Shaft stop collar(s).
- Self aligning flanged bearing(s).
- Grease fitting(s).

2 Underdrain Installation Component(s) consisting of:

- Ceramically bonded alumina porous plate(s).
- Tube(s) of sealant.
- Retaining angle(s).
- Polypropylene wear strip(s).
- Insert anchor(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 B100-89). 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.
- Pneumatic caulking gun.

2 Backwash Shoe Assembly(ies) consisting of:

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

2 Backwash Shoe Tensioning Assembly Component(s) consisting of:

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

1 Lot of Replacement Backwash, Washwater and Skimmer Pumps shall be provided consisting of:

- Submersible pump(s) with 5 HP, 3 ph motors.
- Submersible pump(s) with 1/2 HP, 3 ph motor.
- Pump mounting plate(s).

Engineering

2 Set(s) Documentation will be provided as described:

- Operation & Maintenance Manuals (English language).

Supervision/Freight Domestic



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

- Installation of the equipment in this proposal is included.
- FREIGHT TO JOBSITE

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

- We expect record set drawings to be completed and in transit to you approximately 4-6* weeks after receipt of order with acceptable terms and conditions and guarantee of payment. We expect shipment of equipment (transit time excluded) will be approximately 12-14* weeks from transmittal of record set drawings and release for manufacture. 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.

- 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 of 75% of the purchase price Net 30 days from date of each shipment; and 25% at completion of the installation, no retainage allowed.

- Any equipment not mentioned in this proposal as being replaced shall be reused. The following equipment shall be reused and not replaced:

- Cell dividers
- Bridge weldment
- Backwash arm
- Backwash piping
- Washwater hood
- Washwater piping
- Skimmer system
- Wall spray system
- Washwater troughs
- Rails
- Festoon system
- Controls
- Level sensors

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: \$453,776.00



TERMS AND CONDITIONS OF AQUA -AEROBIC SYSTEMS, INC. (A Metawater Company)**Page 1 of 2**

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.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping 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.

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.

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.

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 unless specifically stated otherwise. 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

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. 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.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

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.

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 cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefor: 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.

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.



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 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 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 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 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,

Paul Klebs

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