



# CITY OF PETALUMA

POST OFFICE BOX 61  
PETALUMA, CA 94953-0061

## ADDENDUM NO. 1

### Ellis Creek Water Recycling Facility Tertiary Filtration Expansion FILTER ADDITIONS AND MISCELLANEOUS IMPROVEMENTS PROJECT

CITY PROJECT NUMBER C66401416

May 30, 2023

This Addendum No. 1 modifies the Bidding Documents for the Ellis Creek Water Recycling Facility Tertiary Filtration Expansion – **Filter Additions and Miscellaneous Improvements Project**, C66401416. This Addendum shall become part of the Contract and all provisions of the Contract shall apply thereto. Bidders shall acknowledge all Addendums in the Bid Schedule.

### NOTICE INVITING BID CHANGE

The opening of bids will be postponed until a new date is set by a future addendum. Refer to page 1, items 1 and 2 of the Notice of Inviting Bids. The following paragraphs of the “Notice Inviting Bids” will be modified as described.

**1. RECEIPT OF BIDS:** Bids for this project will be received at the office of the City Clerk of the City of Petaluma located at 11 English Street, Room 4, Petaluma, CA 94952-2610, until **1:30 PM on Thursday, June 22<sup>nd</sup>, 2023**, for the Ellis Creek Water Recycling Facility Tertiary Filtration Expansion – Filter Additions and Miscellaneous Improvements Project C66401416. Any Bids received after the specified time and date will not be considered. Fax and other electronically transmitted Bids will not be accepted.

**2. OPENING OF BIDS:** The Bids will be publicly opened and read at **1:30 PM on Thursday, June 22<sup>nd</sup>, 2023** at the above-mentioned office of the CITY. The CITY reserves the right to postpone the date and time for opening of Bids at any time prior to the aforesaid date and time.

### SECTION I - BID FORMS

DOCUMENT 00410 BID FORM, Article 5.01 Bid Acceptance Period. A. Replace “60 days” with “90 days”.

### SECTION IV – TECHNICAL SPECIFICATIONS

- Section 11366B CLOTH MEDIA DISK FILTER, Article 1.01 Summary, C. Replace the second sentence with the following:  
“The total pre-negotiated price is included in Attachment 1.”
- Insert Attachment 1 after the last page, 11366B-16, of this section. Attachment 1 is included on the following pages.

Kevin McDonnell  
Mayor

Brian Barnacle  
Janice Cader-Thompson,  
Dist. 1

Mike Healy  
Karen Nau, Dist. 3  
Dennis Pocekay  
John Shribbs, Dist. 2  
Councilmembers

#### *Public Works & Utilities*

City Engineer  
11 English Street  
Petaluma, CA 94952  
Phone (707) 778-4303

#### *Environmental Services*

Ellis Creek Water  
Recycling Facility  
3890 Cypress Drive  
Petaluma, CA 94954  
Phone: (707) 776-3777  
Fax: (707) 656-4067

#### *Parks & Facility Maintenance*

840 Hopper St. Ext.  
Petaluma, CA 94952  
Phone (707) 778-4303  
Fax (707) 206-6065

#### *Transit Division*

555 N. McDowell Blvd.  
Petaluma, CA 94954  
Phone (707) 778-4421

#### *Utilities & Field Operations*

202 N. McDowell Blvd.  
Petaluma, CA 94954  
Phone (707) 778-4546  
Fax (707) 206-6034

E-Mail: [publicworks@cityofpetaluma.org](mailto:publicworks@cityofpetaluma.org)

## QUESTIONS AND ANSWERS

**Q: *What is the Engineers Estimate?***

**A:** The Engineers Estimate is \$11,000,000.

**Q: *Is this project subject to Build America/Buy America/American Iron and Steel Requirements?***

**A:** Yes.

**Q: *Instructions to Bidders #20 and Bid Form Article 4.02 refer to the Agreement for the amount of Liquidated Damages, however, the Liquidated Damages are not shown in Article 3 of the Agreement. Please provide.***

**A:** Please see Section III – SPECIAL PROVISIONS, Part 3-13 and Section 01140 Work Restrictions for Liquidated Damages.

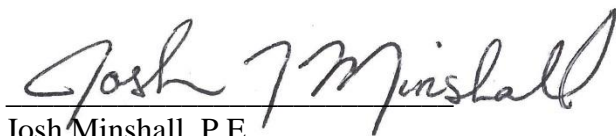
**Q: *In reviewing the plans for the subject project, I noticed that sheet E07C has several identifiers for keynotes but does not include any notes on the drawing. Can you please provide the appropriate keynotes for this drawing?***

**A:** The keynote callouts are included in the upper right hand corner of the drawings, along with the keynotes.

**Summary of Changes:** The Receipt and Opening of Bids date and time have been revised, the Bid Acceptance Period has been revised in the Bid Form to match the Notice Inviting Bids. The Cloth Media Disk Filter Specification has been updated with Attachment 1 Pre-negotiated Price . All other items in the bid documents shall remain unchanged.

**Addendums shall be acknowledged in the BID FORM. A signed copy of this Addendum and the attached acknowledgement form shall be attached to the bid proposal. Failure to do so may cause rejection of your bid as being non-responsive.**

City of Petaluma,



Josh Minshall, P.E.

Senior Civil Engineer

Public Works & Utilities Department

Attachment 1: Section 11366B Cloth Media Disk Filter

**A signed copy of this Addendum and the attached acknowledgement form shall be attached to the bid proposal. Failure to do so may cause rejection of your bid as being non-responsive.**

**ADDENDUM NO. 1**

**Ellis Creek Water Recycling Facility Tertiary Filtration Expansion  
FILTER ADDITIONS AND MISCELLANEOUS IMPROVEMENTS PROJECT**

**City Project Number C66401416**

**May 30, 2023**

**ACKNOWLEDGEMENT**

Receipt of Addendum No. 1 is hereby acknowledged by \_\_\_\_\_  
(Contractor's Name)

on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company



**AQUA-AEROBIC SYSTEMS, INC.**  
A Metawater Company

Section 11366B  
CLOTH MEDIA DISK FILTER  
Attachment 1 (13 pages)

May 9, 2023

Correspondence ID#: AAL-45817

Carollo Engineers

Attn: Douglas Wing

2795 Mitchell Drive

Walnut Creek, California 94598

USA

Ph# 925/932-3175

Fax# 925/930-0208

Email: [dwing@carollo.com](mailto:dwing@carollo.com)

Project: ELLIS CREEK WRF CA

RE: Aqua Aerobic Systems' Proposal No. 158136 Dated March 27, 2023  
Aqua Aerobic Systems' Project ID #158136

Dear Mr. Wing,

Please see the enclosed proposal package for the AquaDisk Cloth Media Filter equipment, freight and supervision for the Ellis Creek WRF. Our proposal package includes two (2) AquaDisk Filters each initially fitted with 16 disks and expandable to an ultimate capacity of 20 disks.

We appreciate the opportunity to be considered as a solution for Ellis Creek's wastewater treatment needs and welcome any questions that may arise regarding our system during the evaluation period. Please feel free to contact me at 815-639-4530 or by email at [nfortsas@aquaaerobic.com](mailto:nfortsas@aquaaerobic.com), or our local sales representative, listed below.

Sincerely,

Nicholas Fortsas  
Project Application Engineer

CC: Aqua-Aerobic Systems, Inc.

Page 2 of 2  
May 9, 2023

Scott Kelly / SKelly@aqua-aerobic.com

MISCOwater North / ph#: 925-785-1602 / fx#: N/A

Mark Humberstone

Aqua-Aerobic Systems, Inc.

Sally Dulyea / SDulyea@aqua-aerobic.com



**AQUA-AEROBIC SYSTEMS, INC.**  
A Metawater Company

# Process Design Report

## **ELLIS CREEK WRF CA**

Design# 158136

Option: Bid Design

## **AquaDisk®**

Cloth Media Filter



May 9, 2023

Designed By: Nicholas Fortsas

# Design Notes

Design#: 158136

Project: ELLIS CREEK WRF CA

Option: Bid Design

Designed by Nicholas Fortsas on Tuesday, May 9, 2023



## Filtration

- The cloth media filter recommendation and anticipated effluent quality are based upon influent water quality conditions as shown under "Design Parameters" of this Process Design Report
- The anticipated filtered effluent quality is based on the filter influent conditions as shown under "Design Parameters" of this Process Design Report. In addition, the filter influent should be free of algae and other solids that are not filterable through a nominal 10 micron pore size media. Provisions to treat algae and condition the solids to be filterable are the responsibility of others.
- For this application, pile filter cloth is recommended.
- The cloth media filter has been designed to handle the average design flow while maintaining one unit out of service.
- Each cloth media filter can process up to 7 MGD. To process the maximum design flow of 7.6 MGD, both filters are required to be online.
- The following filter recommendation has been designed in accordance with the State of California Title 22 Code of Regulations related to recycled water.
  - A. The cloth media filters shall:
    1. Provide a 24-hour average filtered effluent of 2 NTU or less.
    2. Provide a filtered effluent not to exceed 5 NTU for more than 5% of the time within a 24-hour period.
    3. Provide a filtered effluent not to exceed 10 NTU at any time.
  - B. Filter influent turbidity is continuously measured, and shall not exceed 5 NTU for more than 15 minutes and never shall exceed 10 NTU, and that there is the capability to automatically activate chemical addition or divert the wastewater from the filter should the filter influent turbidity exceed 5 NTU for more than 15 minutes.

## Equipment

- Equipment selection is based upon Aqua Aerobic Systems' standard materials of construction and electrical components.
- Aqua-Aerobic Systems, Inc. is familiar with various "Buy American" Acts (i.e. AIS, ARRA, Federal FAR 52.225, EXIM Bank, USAid, PA Steel Products Act, etc.). As the project develops Aqua-Aerobic Systems can work with you to ensure full compliance of our goods with various Buy American provisions if they are applicable/required for the project. When applicable, please provide us with the specifics of the project's "Buy American" provisions.

# AquaDisk® Tertiary Filtration - Design Summary

Design#: 158136

Project: ELLIS CREEK WRF CA

Option: Bid Design

Designed by Nicholas Fortsas on Tuesday, May 9, 2023



AQUA-AEROBIC  
SYSTEMS, INC.  
A Metawater Company

## DESIGN INFLUENT CONDITIONS

Pre-Filter Treatment: Secondary

Avg. Design Flow = 4.00 MGD = 2777.78 gpm = 15141.65 m<sup>3</sup>/day

Max Design Flow = 7.60 MGD = 5277.78 gpm = 28769.13 m<sup>3</sup>/day

<u>DESIGN PARAMETERS</u>	Influent	mg/l	Effluent			
			Required	<= mg/l	Anticipated	<= mg/l
Avg. Total Suspended Solids:	TSSa	10	TSSa	5	TSSa	5
Max. Total Suspended Solids:	TSSm	15	--	--	--	--
*Turbidity:	NTU	5	NTU	2	NTU	2

\*Note: Turbidity represented in Nephelometric Turbidity Units (NTU's) in lieu of mg/l.

## AquaDisk FILTER RECOMMENDATION

Qty Of Filter Units Recommended = 2

Number Of Disks Per Unit = 20 (Expandable from 16 Disks)

Total Number Of Disks Recommended = 40 (Expandable from 32 Disks)

Total Filter Area Provided = 2,152 ft<sup>2</sup> = (200 m<sup>2</sup>) (At final buildout of 20 Disks/Unit)

Filter Model Recommended = AquaDisk Concrete: Model ADFSC-54 x 20E-PC

Filter Media Cloth Type = OptiFiber PES-13®

## AquaDisk FILTER CALCULATIONS

### Filter Type:

Vertically Mounted Cloth Media Disks featuring automatically operated vacuum backwash.

### Average Flow Conditions:

Average Hydraulic Loading = Avg. Design Flow (gpm) / Recommended Filter Area (ft<sup>2</sup>)  
 = 2777.8 / 2152 ft<sup>2</sup>  
 = 1.29 gpm/ft<sup>2</sup> (3.15 m/hr) at Avg. Flow

### Maximum Flow Conditions:

Maximum Hydraulic Loading = Max. Design Flow (gpm) / Recommended Filter Area (ft<sup>2</sup>)  
 = 5277.8 / 2152 ft<sup>2</sup>  
 = 2.45 gpm/ft<sup>2</sup> (5.99 m/hr) at Max. Flow

### Solids Loading:

Solids Loading Rate = (lbs TSS/day at max flow and max TSS loading) / Recommended Filter Area (ft<sup>2</sup>)  
 = 950.8 lbs/day / 2152 ft<sup>2</sup>  
 = 0.44 lbs. TSS /day/ft<sup>2</sup> (2.15 kg. TSS/day/m<sup>2</sup>)

The above recommendation is based upon the provision to maintain a satisfactory hydraulic surface loading with (1) unit out of service. The resultant hydraulic loading rate at the Maximum Design Flow is: 4.1 gpm / ft<sup>2</sup> = (10 m/hr)





TO: Carollo Engineers  
2795 Mitchell Drive  
Walnut Creek  
California 94598  
USA

PROJECT: ELLIS CREEK WRF CA

ATN: Douglas Wing

PROPOSAL DATE: May 9, 2023

CC: Aqua-Aerobic Systems - Regional Manager / ph#: 815/639-4467 / fx#: 815/654-2508  
Scott Kelly

MISCOWater North / ph#: 925-785-1602 / fx#: N/A  
Mark Humberstone

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

- We are pleased to quote, for acceptance within 60 days of the bid proposal date, prices and terms on equipment listed below.
- Equipment will be furnished by Aqua-Aerobic Systems, Inc. with unloading of goods, civil work, and installation by the Buyer.
- Reference: Specification Section 11366B

**Cloth Media Filters**

**AquaDisk Tanks/Basins**

**2 Influent Weir Installation(s) consisting of:**

- 316 stainless steel influent weir / flow separation baffle(s).
- Stainless steel anchors.

**2 AquaDisk Model # ADFSC-54x20E-PC Concrete Filter Basin Accessories consisting of:**

- Concrete basins (by others).
- Overall footprint will be dependent on influent, effluent, and overflow chamber configurations.
- 304 stainless steel support brackets.
- 304 stainless steel effluent seal plate weldment(s).
- Stainless steel anchors.
- 3" wafer style butterfly valve(s) with lever operator as manufacturer by Nibco or equal.

**AquaDisk Centertube Assemblies**

**2 Centertube(s) consisting of:**

- 304 stainless steel centertube weldment(s).
- U.H.M.W. polyethylene multi segment driven sprocket(s).
- Dual wheel bracket assembly(ies).
- Rider wheel bracket assembly(ies).
- 304 stainless steel effluent seal plate weldment(s).
- Centertube bearing kit(s).
- Viton V-ring effluent port/centertube seal(s).
- Pile cloth media and non-corrosive support frame assemblies.
- Disk segment 304 stainless steel support rods.
- Media sealing gaskets.

- Centertube port cover(s).

**2 Cloth set(s) will have the following feature:**

- Cloth will be chlorine resistant.

**AquaDisk Drive Assemblies**

**2 Drive System(s) consisting of:**

- AGMA class I gearbox(es) with three phase 1 HP drive motor(s).
- Nylon drive sprocket(s).
- Acetal drive chain(s) with 316 stainless steel link pins.
- Stationary drive bracket weldment(s).
- Adjustable drive bracket weldment(s).
- Stainless steel anchors.
- Chain guard weldment(s).
- Warning label(s).

**AquaDisk Backwash/Sludge Assemblies**

**2 Backwash System(s) consisting of:**

- 304 stainless steel backwash shoe weldments.
- UHMW polyethylene backwash shoe nozzle plates.
- 304 stainless steel backwash shoe support weldment(s).
- 1 1/2" flexible hose.
- Stainless steel backwash shoe springs.
- Stainless steel hose clamps.
- 304 stainless steel backwash collection manifold(s).
- 304 stainless steel union(s).
- PVC solids manifold installation(s).
- 304 stainless steel backwash floor plate(s).

**2 Backwash/Solids Waste Pump(s) consisting of:**

- Gorman Rupp model 12B20-B, 2HP, premium efficient, 3 phase externally mounted centrifugal backwash/waste pump(s). (**2 pumps per basin**)
- Painted steel backwash pump stand(s).
- Stainless steel anchors.
- 0 to 15 psi pressure gauge(s).
- 0 to 30 inches mercury vacuum gauge(s).
- Bronze throttling gate valve(s).
- 3" threaded brass ball valve(s).

**AquaDisk Instrumentation**

**2 Pressure Transducer Assembly(ies) each consisting of:**

- 316 stainless steel mounting bracket weldment(s).
- 316 stainless steel transducer pipe weldment(s).
- Pressure transducer(s).
- Stainless steel anchors.
- Nylon electrical cable tie wrap(s).

**2 Vacuum Gauge with Transmitter(s) consisting of:**

- 0 to 30 inches mercury vacuum gauge(s).
- Vacuum transmitter(s).
- 1/4" Threaded bronze ball valve.

**2 Float Switch(es) consisting of:**

- 316 stainless steel float switch mounting bracket(s).
- Float switch(es).
- Stainless steel anchor(s).

**AquaDisk Valves**

**2 Set(s) of Backwash Valves consisting of (8 valves per unit):**

- 2" full port, split body, ASTM A351 Grade CF8M stainless steel ball valve(s), flanged end connections with single phase electric actuator(s). Valve / actuator combination shall be Nibco/ Rotork.

**2 Set(s) Solids Waste Valve(s) consisting of (2 valves per unit):**

- 2" full port, split body, ASTM A351 Grade CF8M stainless steel ball valve(s), flanged end connections with single phase electric actuator(s). Valve / actuator combination shall be Nibco/ Rotork.

**AquaDisk Misc/Spare Parts**

**1 Lot of Recommended Spare Parts consisting of:**

- Pile cloth media and non-corrosive support frame assemblies.
- Viton V-ring effluent port\centertube seal(s).
- 2" full port, two piece, ASTM A351 Grade CF8M stainless steel body ball valve(s), flanged end connections with single phase electric actuator(s). Valve / actuator combination shall be TCI / RCI (RCI, a division of Rotork).

**2 Control Panel(s) consisting of:**

- NEMA 4X 304 stainless steel enclosure(s).
- Air conditioner(s).
- Control panel sun shield.
- Panel heater.
- Uninterrupted power supply.
- UPS bypass switch(es).
- Local indicator(s).
- Internal control panel light(s).
- Surge protector and transient eliminator.
- Circuit breaker with handle.
- 2 KVA Transformer(s).
- Fuses and fuse blocks.
- Single phase circuit breaker(s).
- Line filter(s).
- GFI convenience outlet(s).
- Control relay(s).
- Selector switch(es).
- Indicating pilot light(s).
- Modicon M340 processor(s).
- Power supply(ies).
- Back plane(s).
- Input module(s).
- Output module(s).
- Analog input module(s).
- Terminal strip(s).
- Ethernet switch(es).
- Power supply(ies).
- Operator interface, SQ-D MAGELIS XBTGT4330.
- Operator interface sun shield(s).
- Motor starter(s).
- Terminal blocks.
- UL label(s).

**AquaDisk Engineering**

**1 AquaDisk Concrete Engineering Calculations:**

- Seismic anchor calculations.
- Anchor calculations.

**1 Set(s) Documentation for the AquaDisk will be provided as described:**

- Engineer's Approval Data (English language) in electronic format.

**1 Set(s) Documentation for the AquaDisk will be provided as described:**

- Operation & Maintenance Manuals (English language) in electronic format.
-

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

- 16 Day(s) On Site for onsite services
- 5 Trip(s) for onsite services
- FREIGHT TO JOBSITE

**The Following General 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 20-24\* 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.
- We expect shipment of control panels (transit time excluded) to be approximately 30-36 weeks\* from our receipt of approved engineer's submittal data and release for manufacture. The extended delivery on control panels is based on unprecedented supply chain delays associated with the COVID-19 pandemic. Schedules will be updated as new information becomes available.
- Schedule changes due to supply chain disruption may impact the above quoted times. Aqua-Aerobic Systems will advise if/when any such disruption applies.
- Aqua-Aerobic Systems will be closed for the Christmas Holidays beginning approximately December 24, through approximately January 2nd.
- **PRICE ESCALATION INDEX:** Aqua-Aerobic Systems, Inc. reserves the right to re-evaluate the pricing quoted prior to order acceptance if; 1) a purchase order is received after the validity date stated in this proposal or, 2) the lead times stated in this proposal are exceeded. Any pricing adjustments required shall be based on a published materials cost index specific to the materials proposed.
- **TARIFF PRICE ESCALATION NOTE:** The proposed goods may be affected by the recent U.S. Government proposed tariffs on imported steel and aluminum. Because of this, Aqua-Aerobic reserves the right to re-evaluate the pricing quoted prior to order acceptance if; 1) a purchase order is received past the validity date stated in the proposal or, 2) the total of the quoted lead times stated in this proposal are exceeded. Any pricing adjustments required due to tariff impacts will be based on published material cost indices specific to the affected materials.
- **CONTROLS NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT:** If applicable, Aqua-Aerobic Systems will provide information relating to software documentation to control the treatment system supplied using Aqua-Aerobic Systems' proprietary and/or trade secret information subject to execution of an Aqua-Aerobic "Controls Non-Disclosure / Confidentiality Agreement".
- **INTEGRAL DOCUMENTS:** The following documents are an integral part of Aqua-Aerobic Systems' proposal: 1. Aqua-Aerobics' Design # 158136 and Design Notes dated May 2, 2023.
- Additional supervision services can be provided for an additional charge of \$1750/day plus travel and living expenses.

**The Following Mechanical and/or Electrical Notes apply to Aqua-Aerobic Systems' Proposal:**

- Valve and line sizes are to be verified by the engineer based on actual line losses.
- Pumps and valves ship loose, unless otherwise specified.
- Filter flow hydraulics and plant's capability to handle the intermittent backwash flow is to be confirmed by the purchaser/purchaser's consulting engineer.
- Some components of the filter are not available in 316 stainless steel. The materials for these components will be provided as described within the equipment listing of this proposal.
- Three phase motors will be 460 volt.
- Single phase motors will be 115 volt.

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

- 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.
- Freeze protection may be required for outdoor installation in cold weather climates. All such protection, including but not limited to, heat tracing and insulation of pumps and piping, as well as protection against internal tank freezing, shall be provided and installed by the installing contractor.

**SCOPE BY PURCHASER/CONTRACTOR:**

\*Note this is not intended as a complete listing and is provided as a courtesy.

- Unloading and storage.
- Provisions for equipment access.
- Concrete, handrail and all civil works.
- All piping, spool pieces, supports, gaskets and hardware beyond Aqua-Aerobic's equipment terminations.
- Interconnecting piping, wiring and installation.
- All flanges and/or unions in the piping to service the equipment.
- Unless specifically stated above, weir(s) for each filter.
- Electrical conduit, hardware, supports, attachment of cables, wiring, j-boxes and local disconnects (if any) between motors, electrical valves, instruments and the control panel.
- Installation/field wiring of the control panel(s) that ship loose.
- Electrical wiring and supply power.

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

- **F.O.B. JOBSITE; TITLE AND RISK OF LOSS:** All prices and all shipments of goods are F.O.B. Jobsite City Location. It is the responsibility of the Buyer to unload shipments and utilizing the packing list and bill of lading provided with the shipment notate shortages/damages upon receipt of the shipments and notify Aqua-Aerobic in writing within 7 days of the shortages/damages to facilitate filing of a freight claim. Delivery of the goods sold hereunder by the carrier shall be deemed delivery to 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, we request the following progress payments due Net 45 days from invoice issued for the designated event:

**1 Extended warranty will be provided as follows:**

- Aqua-Aerobic Systems, Inc. warrants the goods provided by Aqua-Aerobic Systems, Inc. in accordance with the "Warranty; Limitation Of Liability; And Disclaimer" stated on our proposal TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC., as amended herein:

1. Warranty period shall be one (1) year from date the goods are put into service, or eighteen (18) months from shipment of equipment, whichever first shall occur.

2. Extended warranty period shall be an additional four (4) years.

3. Parts normally consumed in service or routine maintenance and upkeep (including bearings, gaskets, bulbs, lubrication, seals, switches, and electrical components) shall not be considered eligible for replacement under the warranty.

4. Replacement/repair parts provided under warranty shall be provided (freight prepaid).

5. The Owner shall annually provide equipment maintenance logs to the Manufacturer during the duration of the warranty.

- **WARRANTY AMENDMENT:** Aqua-Aerobic Systems, Inc. warrants the goods provided by Aqua-Aerobic Systems, Inc. in accordance with the "Warranty; Limitation Of Liability; And Disclaimer" as amended herein:

In accordance with Specification Section 1.05 WARRANTY, Warranty period shall be 4 YEARS from Substantial Completion.

10% of total purchase price at contract execution/purchase order acceptance.  
30% of total purchase price at shop drawing/submittal approval.  
30% of total purchase price at delivery of mechanical equipment.  
10 % of total purchase price at delivery of electrical control panels.  
10% of total purchase price at the acceptance and completion of startup and testing.  
10% of the total purchase price at project completion.

If the project is bonded, please let us know and we can include other payment options.

-SCOPE OF SUPPLY NOTE: Aqua-Aerobic Systems' scope of supply (and pricing) is as described in this proposal, including the listed Integral Documents and the terms and conditions of sale. Please refer to the proposal notes and notated drawings for equipment terminations and items not included in the proposal which are to be provided by the Buyer. Engineer's submittal data will be prepared using these proposed goods and services, and the submittal approved by the Consulting Engineer will become an integral part of the scope of supply under the contract resulting from this offer. Any additions or deletions to the scope of supply will be presented as change orders.

- TRADEMARKS: Aqua-Jet® Surface Mechanical Aerator, Aqua-Jet II® Contained Flow Aerator, AquaDDM® Direct-drive Mixer, TurboStar® Directional Mixer, ThermoFlo® Surface Spray Cooler, Endura® Series Limited Maintenance Product, OxyMix® Pure Oxygen Mixer, OxyStar® Aspirating Aerator, Fold-a-Float® Directional Mixer, 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, 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, Aqua ElectrOzone® M-Series Modular Ozone Generation System, IntelliPro® Monitoring and Control System, AquaPRST™ 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: \$1,763,375**

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**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 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.

**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)

Page 2 of 2

**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: \_\_\_\_\_

Offer Respectfully Submitted,  


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

Nicholas Fortsas, Project Application Engineer  
Aqua-Aerobic Systems, Inc.