
MEMORANDUM

TO: HAROLD SIMMONS
FROM: J. CURTIS HINDMAN
SUBJECT: MECHANICAL POND AERATOR REPLACEMENT
DATE: OCTOBER 24, 2019
CC: MAYOR & CITY COUNCIL

This proposal is concerning two broken Aerators at Mechanical Pond for the Senoia Sewer System. Upon our three-year EPD inspection we had two Aerators that were inoperable. EPD has mandated that they be back in operation by the re-Inspection date. Both have been rebuilt or serviced in years passed. Due to the age and ware, of these units, both should be replaced at this time.

Our cost for Two, 10HP Stainless Steel Aerators, including shipping is \$21,900.00

There could be a 6-8-week lead time on delivery. This order must be placed as soon as possible to have both units installed before the next inspection.

I request immediate consideration of funding to replace the existing Aerators to the new, more efficient units to satisfy the request of EPD. Please review the attached quotes for cost and details of this project. All quotes are materials only, all labor will be done in-house for the installation.

Thank you for your consideration in this matter.

Sincerely,

J. Curtis Hindman

Director Public Works



AQUA-AEROBIC SYSTEMS, INC.
(A Division of)

Proposal # 54687

TO: City of Senoia
Senoia, GA
USA-MUN

PROJECT: SENOIA (CITY OF), GA

ATN: Tempestation & Associates, Allen Walker

CC: Tempestation & Associates, Allen Walker

PROPOSAL DATE: September 20, 2019

If billing and/or shipping address is different, please advise.

City	Description	Unit Price	Total Price
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We are pleased to quote, for acceptance within (30) days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed (10-12) weeks* after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval, or engineer approved submittals, if required. *Unless Aqua-Aerobic Systems' proposal is based upon supply of equipment models as noted. Actual shipment is dependent on equipment availability at the time of receipt of order.

- Equipment will be furnished by Aqua-Aerobic Systems, Inc. with civil work and installation by the purchaser.

1	10 HP Model FSS Endura@ Series Aqua-Jet@ Aerator. Float is fiber reinforced polyester skin (FRP), filled with closed cell polyurethane foam. Volute and intake cone are 304 stainless steel. Propeller is cast stainless steel. Diffusion head is monolithic casting of 304 stainless steel. Motor will be TEFC, premium efficient, 575 volt, 3 phase, 60 hertz, 1800 RPM with 1.15 Service Factor and Class F nonhygroscopic insulation. Motor shaft is one-piece 17-4 PH stainless steel.	\$9,950.00	\$9,950.00
	XZ		17,900.00

WARNING:
The Aqua-Jet@ Aerator has a high velocity, upwardly directed hydraulic flow directly below the unit. In addition, horizontal surface velocities persist for some distance from the unit. These flow patterns may, in some instances, cause damage to basin bottoms or walls, creating leaking potential. In earthen or lined basins, Aqua-Aerobic Systems recommends the use of a concrete pad on the basin bottom directly below the aerator. If concrete is known to be nonresistant to the waste, other materials should be investigated. Reripping, or similar means of bank protection can protect basin walls. If basin contains toxic wastes, user is advised to obtain engineering advice as to basin design and construction necessary to prevent possible erosion and leakage. Aqua-Aerobic Systems assumes no liability or responsibility for any damage to basin bottoms or walls, or for any injuries or damages resulting therefrom.

- Destination Control Statement These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.

COMMERCIAL NOTES:

- Freight to jobsite is included, FOB Senoia, GA 30276, as included in the Pricing Summary, below. If shipment is to be provided to another location, additional freight charges may apply.

6306 N. Alpine Rd., Loves Park, IL 61111-7655 P 815.654.2501 F 815.654.2398 www.aqua-aerobic.com
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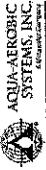
- Start-up supervision is NOT included.
- Payable net 30 days from date of shipment subject to credit review; no retainage allowed.
- Unless specifically stated herein, state and/or local taxes are not included in the price but will be charged unless we receive a valid sales exemption certificate, direct pay permit, or other documentation required specifically by the taxing entity prior to shipment.

SCOPE / EQUIPMENT NOTES:

- Only the generator unit is provided. Electrical and mooring accessories, control panels, junction boxes, anchors and eyebolts are not included in Aqua's scope of supply and shall be supplied by others. Pricing can be provided upon request. Accessories listed under available options are not included in the Total Job Price.
- Based on the current instability in stainless steel pricing, Aqua-Aerobic Systems, Inc. reserves the right to re-evaluate the pricing quoted prior to order acceptance.
- Aqua-Aerobic Systems offer its based upon the supply of Aqua-Aerobic Systems' standard equipment as described within this proposal, including the warranty as included within Terms and Conditions of Aqua-Aerobic Systems, Inc., and Aqua-Aerobic Systems' standard factory test(s) prior to shipment. Aqua-Aerobic Systems' scope of supply does not include any process or performance guarantees or warranties or process or performance testing unless specifically detailed within this proposal.
- Aqua-Aerobic Systems is providing this proposal without reviewing the process application requirements. Aqua-Aerobic Systems cannot take responsibility for these requirements. If the review of the application indicates that additional equipment is required, Aqua-Aerobic Systems reserves the right to revise our offering to meet the requirements.
- TRADEMARKS: Aqua-Aerobic, Aqua-Jet II, AquatDM, ThermoFlo, Endura Series, OxyMix, Fold-a-Floar, Aqua MixAir, AquaCAMD, AquaSBR, Aqua MSBR, AquaPASS, Aqua BioMax, AquatEnsure, Aqua EnduraTubo, Aqua EnduraDisc, Aqua CB-24, AquatDisk, Aqua Diamond, AquatDum, Aqua MiniDisk, Aqua MegaDisk, AquatPrime, OptiFiber PES-13, OptiFiber PA2-13, OptiFiber ACR-13, OptiFiber PES-14, OptiFiber PF-14, Trust the Tag, AquaABF, Turbille, AquatMB Process, Aqua-Aerobic MBR, Aqua UltraFiltration, Aqua MultiBore, Aqua MultiBore Series C, Aqua Electrozone, SpareCore, IntelliFlo, Aqua Financing Solutions, and the Aqua-Aerobic logo are registered trademarks or pending trademarks of Aqua-Aerobic Systems, Inc. All other products and services mentioned are trademarks of their respective owners. Nereda® is a registered U.S. trademark of Royal HaskoningDHV.

SHIPPING NOTES:

- To expedite your order, please provide the shipping instructions below.
- Earliest acceptable equipment on site date: _____
- Ship to address (including zip code): _____
- Driver to provide 24 or 48 or _____ HOURS pre-delivery notice to: _____
- Jobsite contact name: _____
- @ telephone number: _____



Deliveries are accepted on the following days of the week:
 Monday Tuesday Wednesday Thursday Friday Saturday Sunday
 Acceptable hours of delivery: _____ AM to _____ PM
 Special instructions to relay to the carrier and/or the driver:

Pricing Summary	
Equipment and/or Accessories:	\$8,950.00
Freight:	\$1,350.00
Total Job Price:	\$10,300.00

Municipal and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A Met/Water Company)". Any different or additional terms are hereby objected to.

Available Options	
1 Adder to rewind stock 480 volt aerator motor to 575 volt.	\$1,475.00
Reduces lead time to 6-8 weeks.	1850.00
<i>SS. Float.</i>	
<i>Excl. Total. 13,625.00.</i>	

2 units = 25,900.00



AQUA-AEROBIC SYSTEMS, INC.
A MEMBER COMPANY

Proposal # 54687

Proposal Date: September 20, 2018

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (Aqua-Aerobic Company)

Page 1 of 2

This offer and all 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 law of the State of Illinois, without regard to conflicts of law 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 retention of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DELIVERY OF QUANTITY
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
Shipments are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, such as subject to change per the production schedule existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be liable for other cancellations, rescheduling of orders, modification of orders, 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 suppliers' plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS
All prices and all shipments or goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois. Title and risk of loss shall pass to the Buyer at the time of shipment. Aqua-Aerobic Systems, Inc. shall not be deemed to have delivered to the Buyer until the goods are actually received, shipped or changed title to the Buyer.

TAXES
Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privileges or other tax or customs duties and 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 governmental authority to collect or copy any such tax, duty or fee, the Buyer shall be obligated to pay the same to Aqua-Aerobic Systems, Inc. as 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 insufficient to Aqua-Aerobic Systems, Inc. or Aqua-Aerobic Systems, Inc. has any claim against the Buyer, Aqua-Aerobic Systems, Inc. shall have 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.

LIABILITY 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 (hereinafter "L"): 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 components, the sum shall be 10% of the total purchase price; If cancellation is after the commencement of production and prior to the date of shipment, the sum shall be 25% of the total purchase price; If cancellation is after the date of shipment, the sum shall be 50% of the total purchase price. All changes 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.

PROPRIETY BY INFORMATION
This proposal contains all confidential information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in connection with the relationship herein to 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, whether by advantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

6508 N. Alpine Rd., Loves Park, IL 61111-7655 P 815.654.2509 WWW.AQUA-AEROBIC.COM

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TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Meterwater Company)
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QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer shall be 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, 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 any third party owing to the goods sold and delivered by Aqua-Aerobic Systems, Inc. in connection with this proposal. In the event any such third party requires modification to the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may accept or reject such modification in its sole discretion. Buyer shall be responsible for obtaining the approval of any third party to this proposal. Buyer shall have no liability to Buyer or any third party owing to the goods sold and delivered by Aqua-Aerobic Systems, Inc. in connection with 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 seeking 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 material 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 "On-Site Service" motor, the complete On-Site Service unit shall be warranted for Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the products 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 completing or repairing (at our factory or in the field) any goods that are defective. It does not include the cost of transportation, labor, or any other charges. Buyer shall notify Aqua-Aerobic Systems, Inc. of a claimed defect and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at our expense if 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 remedy of process or performance shall not be subject to application of any state or federal law relating to the sale of goods. Aqua-Aerobic Systems, Inc. is not a manufacturer of the goods represented by this proposal. Aqua-Aerobic Systems, Inc. is a distributor of the goods represented by this proposal. Aqua-Aerobic Systems, Inc. is not a manufacturer of the goods represented by this proposal. Aqua-Aerobic Systems, Inc. is a distributor of the goods represented by this proposal. Aqua-Aerobic Systems, Inc. is not a manufacturer of the goods represented by this proposal. Aqua-Aerobic Systems, Inc. is a distributor of the goods represented by this proposal.

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: _____

Michelle Villarreal
Michelle Villarreal, Rotating Products Sales Assistant
Aqua-Aerobic Systems, Inc.

By: _____ Date: _____

Order Respectfully Submitted,