



AQUA-AEROBIC SYSTEMS, INC.

A Metawater Company

Proposal #: 168108

TO: Clearwater Solutions, c/o Spout Springs WWTP
6818 Spout Springs Road
Flowery Branch
Georgia 30542
USA

ATN: Matt Collins

CC: Templeton & Associates / ph#: 770/614-8550 / fx#: 770/614-5992
Jon Baker

PROJECT: SPOUT SPRINGS ROAD WWTP &
SPRAYFIELD

PROPOSAL DATE: June 1, 2022

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 necessary, by the Buyer. AASI representative will complete all wiring installation, testing, and startup of components inside the SBR panel and AquaDisk panels. AASI representative will test and startup the SCADA system.

The PLC and Interface upgrade hardware for the main SBR control panel includes:

- * CompactLogix Processor and Panelview Plus 1500 Color Touchscreen HMI display programmed
- * I/O modules, power supplies, ethernet switch, end caps, etc.

* AAS to supply new and updated electrical drawings and new control strategy (with current storm flow logic).

NOTE: The existing PLC enclosure, starters, selector switches, ethernet switches, fuses, and circuit breakers will be reused. Any additional parts not identified in the scope below will be reused.

PLC and Interface upgrade hardware for the the AquaDisk control panel (which controls both AquaDisk units) includes:

- * CompactLogix processor and Panelview Plus 700 Color Touchscreen HMI display programmed
- * I/O modules, ethernet switch, endcaps, and resistors

NOTE: The existing PLC enclosure, starters, selector switches, ethernet switches, fuses, and circuit breakers will be reused. Any additional parts not identified in the scope below will be reused.

The PLC and Interface software will maintain the integrity and reliability of the original system, while providing additional features and benefits common to the latest Aqua control strategies. The new system will provide higher speed and more reliable communication between the PLC and Operator Interface, operator friendly LCD touchscreen, and ready hardware and software support from AAS and locally. There will be minimal downtime through the use of pre-terminated I/O cards, shipped and pre-labeled with wiring information.

SCADA system is being upgraded to Rockwell-Windows 10 platform and will allow communication with the new CompactLogix platform via ETHERNET (DH+ capability is not available with CompactLogix). A new PC, flash drive, software packages, cable, programming, and field service startup will be provided. Existing UPS and printer will be reused.

* SCADA upgrade maintains the same functionality and same screens as the customer's existing SCADA system.

NOTES:

- * Customer is responsible for ethernet wiring from the PLC's to the SCADA system
- * Aqua field service personnel to complete wiring and terminations inside the SBR and AquaDisk control panels. Any work or wiring outside of the panel is the responsibility of the purchaser.
- * Aqua field service personnel will confirm start-up of the new SCADA system.
- * AASI field service technician will dispose of the existing controls equipment.
- * Owner to provide personnel to operate the plant by hand during periods when the old SBR PLC/Interface is



disabled. The AquaDisk units will require manual operation during the installation of the new PLC/Interface.

* Any additional programming changes or modifications that are requested above and beyond our standard programming scope are not included in the price and may require an additional price adder.

* Updated O&M manual drawings, cutsheets, and unlimited phone support.

AquaSBR

Instrumentation

1 P.C. Based Control and Monitoring System will be provided as follows:

- Dell Precision Tower 5810 XL, Intel Xeon Processor E5-1620 v3 (4C, 3.5GHz), 16GB 2400MHz DDR4 RDIMM ECC memory, (2) 500GB Hard Drives in RAID 1 configuration, Integrated 1GB NIC, (1) 1GB NIC add-in card (PCIe), USB Laser 6-button mouse, 16X DVD+/-RW drive, 63 month ProSupport 7x24, 1GB video card, 24" Dell Monitor
- Microsoft Windows 10 Operating System
- Microsoft Office Home and Business Edition 2016
- Malware/Antivirus software
- USB Printer cable.
- NetGear GS-105NA Ethernet Switch.
- Hubbell Cat 6 Ethernet Cable.
- RS Logix 5000 Lite Edition software.
- FactoryTalk View SE Station software.
- FactoryTalk View SE Development software.

Controls

Controls wo/Starters

1 Control Panel Upgrade Package(s) consisting of the following:

- CompactLogix Processor.
- PanelView Plus 7 15" color touch screen display(s).
- Adapter plate(s) for operator interface.
- Input card(s)
- Relay output(s).
- Analog input(s).
- Analog output card(s).
- CompactLogix remote I/O module(s).
- Ethernet switch(es).
- Power supply(s).
- 2.5 amp power supply(ies).
- HMI cable(s).
- 16 GA MTW wire.
- Terminal(s).

Supervision/Freight

Supervision/Freight Domestic

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

- Aqua field service installation, testing, and startup of the AquaSBR and AquaDisk PLC/Interface/IO upgrades.
- Aqua field service testing and startup of the SCADA upgrade.
- Freight to jobsite.

Cloth Media Filters

AquaDisk Controls wo/Starters

1 Control Panel Upgrade Package(s) consisting of the following:



- Compactlogix Processor.
- PanelView Plus 7 7" color touch screen display(s).
- Adapter plate(s) for operator interface.
- Operator interface sun shield(s).
- Input card(s)
- Relay output(s).
- Analog input(s).
- Ethernet switch(es).
- Power supply(s).
- Ethernet Cable

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

- We expect record set drawings and equipment to be completed and in transit to you approximately 36-40* weeks after receipt of order with acceptable terms and conditions and guarantee of payment. Any changes to the record set drawings may result in price adder(s). *Schedules may be adjusted at time of order placement, depending upon existing order backlog. Weeks quoted are actual working weeks.
- Schedule changes due to supply chain disruption may impact the above quoted times. Aqua-Aerobic Systems will advise if/when any such disruption applies.
- Materials and Services not specifically described/itemized in this proposal are not included in the quoted total price, and are to be supplied by the installing contractor/purchaser.

- **F.O.B. ORIGIN; TITLE AND RISK OF LOSS:** All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.
- **TAXES:** State and/or local taxes are not included in the price but will be charged unless we receive a valid 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.
- Supervision services included in Aqua-Aerobic Systems' proposal are based upon supply of the quantity of trips and days stated. Additional supervision services can be provided for an additional charge of \$1450/day plus travel and living expenses.

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

Total Price: \$180,796


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

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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)
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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,

Tim Lamont

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