



October 10, 2025

City of Parma
PO Box 608
Parma, ID 83660

**Subject: City of Parma – Floating Mechanical Aerator Procurement, PA25-0201
Bid Review and Recommendation for Award**

Dear Mayor and City Council:

On September 29, 2025, one responsive bid was received for the referenced project. Enclosed, please find a copy of the original Bid Form. The base bid amount submitted by Aqua-Aerobic Systems, Inc. was \$36,440.95.

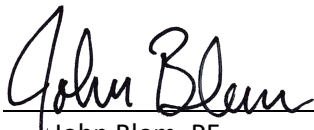
Aqua-Aerobic Systems, Inc. initially specified that the aerator requires a 460V/3Ph power source but noted it could operate with a 230V/3Ph power source. Following reconnaissance by HECO Engineers, we confirmed that the existing aerator operates on a 230V/3Ph power source. Upon notification, Aqua-Aerobic Systems, Inc. revised their quote to \$36,171.94, reflecting adjustments for wire size and length requirements compatible with the 230V/3Ph power option.

Please note that the revised quote from Aqua-Aerobic Systems, Inc. excludes Idaho State Sales Tax of 6%.

After thorough review of the submitted bid documents, HECO Engineers recommends awarding the aerator procurement contract to Aqua-Aerobic Systems, Inc. for a total estimated cost of \$36,171.94.

Should you have any questions or require further information, please do not hesitate to contact me.

Sincerely,
HECO Engineers,

By: 
John Blom, PE

Enclosures: Bid form from Aqua-Aerobic Systems Inc. and quote
Revised Quote dated 10/7/25

HECO File No. PA22-0201 Aerator Procurement

Bid form from Aqua-Aerobic Systems Inc. and quote

BID FORM FOR EQUIPMENT PROCUREMENT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: City of Parma, Idaho
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Equipment Procurement and Delivery as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Completed Bid Form

ARTICLE 3—BASIS OF BID—LUMP SUM BID

- 3.01 *Lump Sum Bids*
 - A. Bidder will complete the Equipment Procurement and Delivery in accordance with the Contract Documents for the following lump sum (stipulated) price(s):
 - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 36,440.95
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ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Equipment Procurement and Delivery will be completed on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	September 24, 2025

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Equipment Procurement and Delivery.
 3. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Equipment Procurement and Delivery at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 4. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 5. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Equipment Procurement and Delivery.
 6. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Equipment Procurement and Delivery required by the Bidding Documents.

6.02 *Bidder’s Certifications*

- A. The Bidder certifies the following:
1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Aqua-Aerobic Systems, Inc

By: Mark Hughes (typed or printed name of organization)

Mark Hughes (individual's signature)

Name: Mark P. Hughes, P.E.

(typed or printed)

Title: Vice President, Technology

(typed or printed)

Date: 9/26/2025

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Joe Tardio (individual's signature)

Name: Joe Tardio

(typed or printed)

Title: Vice President, Sales and Marketing

(typed or printed)

Date: 9/26/2025

(typed or printed)

Address for giving notices:

6306 N. Alpine Rd

Loves Park, IL 61111

Bidder's Contact:

Name: Loryn Martin

(typed or printed)

Title: Product Manager Aeration and Mixing

(typed or printed)

Phone: 815-639-4553

Email: lmartin@aqua-aerobic.com

Address:

6306 N. Alpine Rd

Loves Park, IL 61111



TO: City of Parma

PROJECT: PARMA WWTP ID
PARMA
ID
USA-MUN

ATN:

PROPOSAL DATE: September 29, 2025

CC: Davidson Sales & Engineering, Paul Mora

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

Qty	Description
We are pleased to quote, for acceptance within 60 days of this date, prices and terms on equipment listed below. We expect submittals to be completed and in transit to you within (2-4) weeks* after receipt of order, acceptable terms and conditions, and guarantee of payment. Shipment of equipment will be completed (10-12) weeks* after receipt of approved Engineer's submittal data and release for manufacture. *Note: Submittal and equipment shipment schedules may be adjusted at time of order, depending on existing order backlog. - Equipment will be furnished by Aqua-Aerobic Systems, Inc. with civil work and installation by the purchaser. -Scope Note: Section 46-51-13 Floating Mechanical Aerator & Addendum #1 shore posts by others. Integral to our scope clarifications attached. Auto-brushing turbidity analyzer by others	
1	5 HP Model SS Endura® Series Aqua-Jet®. Float is 14 gauge 304 stainless steel skin, filled with closed cell polyurethane foam. Volute and Intake Cone are 304 stainless steel. Propeller is 316 stainless steel. Diffusion Head is monolithic casting of 304 stainless steel. Motor will be TEFC, premium efficient, 460 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. Includes Hi-Pot testing
1	Motor winding thermostat to be factory installed in 5HP aerator motor.
1	304 stainless steel anti-erosion assembly for 5 HP aerator.
275	Feet, 7 X 19 X 3/8" high flex 304 stainless steel mooring cable.
4	3/8" 316 stainless steel cable clip(s).
2	3/8" 316 stainless steel wire rope thimble(s).
2	Turnbuckle 1/2" x 6" Take-Up, Jaw x Jaw, 316SS for use with 3/8" diameter mooring cable
3	Span mooring eyes.

- 6 3/8" 316 stainless steel cable clip(s).

- 25 Feet, 7 X 19 X 1/4" high flex 304 stainless steel mooring cable.

- 8 Cable clip(s) 1/4" U-bolt.

- 4 3/16" - 1/4" 316 stainless steel wire rope thimble.

- 500 Feet, #12 AWG flexible service cable for 460V, 5HP operation. Cable has three power conductors and an insulated ground conductor assembled together with a nonhygroscopic filler material in a hard usage outer jacket.
- 1 1/2" spiral wrap abrasion protection for power supply cable.

- 2 5/8" - 3/4", 2 eye, wire mesh strain relief cord grip assembly.

- 1 Taper lock cord grip fitting(s), 0.75" NPT, to fit power cable with overall diameter of .625" to .75".

- 1 HEX BUSH GALV 1.00" x .75"

- 1 - Quick Disconnect

- 1 - Controls Package(s) will be provided as follows:
 - NEMA 4X 304 stainless steel enclosure(s).
 - Control panel enclosure will be painted white.
 - Circuit breaker with handle.
 - Transformer(s) with fuses.
 - Fuse(s) and fuse block(s).
 - Control relay(s).
 - Power supply(s).
 - 115 V power line filter(s).
 - Selector switch(es).
 - Pilot light(s).
 - Size 0 motor starter(s) with motor circuit protector(s).
 - GFI convenience outlet(s).
 - Remote access Ethernet modem(s).
 - Panel will be UL listed and labeled.

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. Riprapping, 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.

COMMERCIAL NOTES:**Warranty Amendment:**

In accordance with Specification Section 46 51 13

FLOATING MECHANICAL AERATORS; Warranty period shall be two (2) years from date of delivery.

1. Freight costs for goods repaired/replaced under warranty are included.
2. Labor costs for goods repaired/replaced under warranty are included.

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

- Installation start-up supervision is included in the total job price.

Aqua-Aerobic Systems' consent to video recording our factory representatives during field services/operator training shall be in accordance with Aqua-Aerobic Systems' "Customer Video Recording Notice" included within our submittal and/or O&M manual(s). Copy available upon request.

- 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.

TARIFF PRICE ESCALATION NOTE: This proposal excludes all tariffs, duties, import/export taxes, and any other government-imposed fees. As such, the proposed goods may be affected by the recent U.S. Government proposed tariffs on imported steel, aluminum and other commodities, including but not limited to reciprocal tariffs. Because of this, Aqua-Aerobic Systems reserves the right to adjust the pricing quoted prior to order acceptance. Any pricing adjustments required due to such impacts will be based on products or materials listed in the Harmonized Tariff Schedule of the United States (HTSUS) as published by the USITC.

GENERAL NOTES:

Aqua-Aerobic Systems' offer is 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.

PROCESS NOTE:

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.

SCOPE OF SUPPLY Exceptions/Clarifications are integral to this proposal as follows:

Control panels, junction boxes, anchors and eyebolts are not included in Aqua-Aerobic Systems' scope of supply or price and shall be supplied by others.

PRICING NOTE:

Due to the current instability in stainless steel pricing, Aqua-Aerobic Systems, Inc. reserves the right to re-evaluate the pricing quoted prior to order acceptance.

TRADEMARKS: Aqua-Jet® Surface Mechanical Aerator, Aqua-Jet II® Contained Flow Aerator, AquaDDM® Direct-drive Mixer, Endura® Series Limited Maintenance Product, OxyMix® Pure Oxygen Mixer, OxyStar® Aspirating Aerator, Fold-a-Float® Self-Deploying Segmented Float, SAF-T-Float® Safe Accessible Float Technology, TurboStar® Directional Mixer, DualStar™ Directional Mixer, Aqua MixAir® Aeration System, Aqua CAM-D® Combination Aerator/Mixer/Decanter, AquaSBR® Sequencing Batch Reactor, AquaNereda®,

Aqua MSBR® Modified Sequencing Batch Reactor, AquaPASS® Phased Activated Sludge System, Aqua EnduraTube® Fine-bubble Tube Diffuser, Aqua EnduraDisc® Fine-bubble Disc Diffuser, Aqua CB-24® Coarse-bubble Diffuser, Aqua TruDense™ True Densified Sequencing Batch Reactor, AquaDisk® Cloth Media Filter, AquaDiamond® Cloth Media Filter, AquaDrum® Pressure Series 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 PA2-12® Cloth Filtration Media, OptiFiber PES-14® Cloth Filtration Media, OptiFiber PF-14® Cloth Filtration Media, OptiFiber UFS-9® Cloth Filtration Media, AquaABF® Automatic Backwash Filter, AquaPRS™ PFAS Removal System, Aqua PR-206™ PFAS Removal Sorbent, Aqua MultiBore® P-Series Polymeric Membrane System, Aqua MultiBore® C-Series Ceramic Membrane System, AquaMB Process® Multiple-Barrier Membrane System, Aqua-Aerobic® MBR Membrane Bioreactor System, Aqua ElectroOzone® F-Series Ozone Generator, IntelliPro® Monitoring and Control System. The Aqua-Aerobic logo, registered trademarks and pending trademarks are the property of Aqua-Aerobic Systems, Inc. Nereda® is a registered trademark of Royal HaskoningDHV. All other products and services mentioned are trademarks of their respective owners.

Pricing Summary

StartUp Supervision (AAS):	Included
Freight:	Included
Total Job Price:	\$36,440.95

Material 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 MetaWater Company)": Any different or additional terms are hereby objected to.

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.

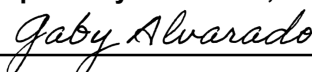
Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Company: _____

By: _____ **Date:** _____

Offer Respectfully Submitted,



**Gaby Alvarado, Sales Assistant, Aeration & Mixing
Aqua-Aerobic Systems, Inc.**

Revised Quote dated 10/7/25



TO: City of Parma

PROJECT: PARMA WWTP ID

PARMA

ID

USA-MUN

ATN:

PROPOSAL DATE: October 7, 2025

CC: Davidson Sales & Engineering, Paul Mora

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

Qty	Description
We are pleased to quote, for acceptance within 60 days of this date, prices and terms on equipment listed below. We expect submittals to be completed and in transit to you within (2-4) weeks* after receipt of order, acceptable terms and conditions, and guarantee of payment. Shipment of equipment will be completed (10-12) weeks* after receipt of approved Engineer's submittal data and release for manufacture. *Note: Submittal and equipment shipment schedules may be adjusted at time of order, depending on existing order backlog. - Equipment will be furnished by Aqua-Aerobic Systems, Inc. with civil work and installation by the purchaser. -Scope Note: Section 46-51-13 Floating Mechanical Aerator & Addendum #1 shore posts by others. Integral to our scope clarifications attached. Auto-brushing turbidity analyzer by others	
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1	Motor winding thermostat to be factory installed in 5HP aerator motor.
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275	Feet, 7 X 19 X 3/8" high flex 304 stainless steel mooring cable.
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- 200 Feet, #12 AWG flexible service cable for 230V, 5HP operation. Cable has three power conductors and an insulated ground conductor assembled together with a nonhygroscopic filler material in a hard usage outer jacket.
- 2 1/2" spiral wrap abrasion protection for power supply cable.

- 4 5/8" - 3/4", 2 eye, wire mesh strain relief cord grip assembly.

- 1 Taper lock cord grip fitting(s), 0.75" NPT, to fit power cable with overall diameter of .625" to .75".

- 1 HEX BUSH GALV 1.00" x .75"

- 200 Feet, #12 AWG, 3 conductor flexible service cable for thermostat

- 1 Taper lock cord grip fitting(s), 0.75" NPT, to fit power cable with overall diameter of .50" to .625".

- 1 - Quick Disconnect

- 1 - Controls Package(s) will be provided as follows:
 - NEMA 4X 304 stainless steel enclosure(s).
 - Control panel enclosure will be painted white.
 - Circuit breaker with handle.
 - Transformer(s) with fuses.
 - Fuse(s) and fuse block(s).
 - Control relay(s).
 - Power supply(s).
 - 115 V power line filter(s).
 - Selector switch(es).
 - Pilot light(s).
 - Size 0 motor starter(s) with motor circuit protector(s).
 - GFI convenience outlet(s).
 - Remote access Ethernet modem(s).
 - Panel will be UL listed and labeled.

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. Riprapping, 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.

COMMERCIAL NOTES:**Warranty Amendment:**

In accordance with Specification Section 46 51 13

FLOATING MECHANICAL AERATORS; Warranty period shall be two (2) years from date of delivery.

1. Freight costs for goods repaired/replaced under warranty are included.
2. Labor costs for goods repaired/replaced under warranty are included.

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

- Installation start-up supervision is included in the total job price.

Aqua-Aerobic Systems' consent to video recording our factory representatives during field services/operator training shall be in accordance with Aqua-Aerobic Systems' "Customer Video Recording Notice" included within our submittal and/or O&M manual(s). Copy available upon request.

- 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.

TARIFF PRICE ESCALATION NOTE: This proposal excludes all tariffs, duties, import/export taxes, and any other government-imposed fees. As such, the proposed goods may be affected by the recent U.S. Government proposed tariffs on imported steel, aluminum and other commodities, including but not limited to reciprocal tariffs. Because of this, Aqua-Aerobic Systems reserves the right to adjust the pricing quoted prior to order acceptance. Any pricing adjustments required due to such impacts will be based on products or materials listed in the Harmonized Tariff Schedule of the United States (HTSUS) as published by the USITC.

GENERAL NOTES:

Aqua-Aerobic Systems' offer is 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.

PROCESS NOTE:

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.

SCOPE OF SUPPLY Exceptions/Clarifications are integral to this proposal as follows:

Junction boxes, anchors and eyebolts are not included in Aqua-Aerobic Systems' scope of supply or price and shall be supplied by others.

PRICING NOTE:

Due to the current instability in stainless steel pricing, Aqua-Aerobic Systems, Inc. reserves the right to re-evaluate the pricing quoted prior to order acceptance.

TRADEMARKS: Aqua-Jet® Surface Mechanical Aerator, Aqua-Jet II® Contained Flow Aerator, AquaDDM® Direct-drive Mixer, Endura® Series Limited Maintenance Product, OxyMix® Pure Oxygen Mixer, OxyStar® Aspirating Aerator, Fold-a-Float® Self-Deploying Segmented Float, SAF-T-Float® Safe Accessible Float Technology, TurboStar® Directional Mixer, DualStar™ Directional Mixer, Aqua MixAir® Aeration System, Aqua CAM-D® Combination Aerator/Mixer/Decanter, AquaSBR® Sequencing Batch Reactor, AquaNereda®, Aqua MSBR® Modified Sequencing Batch Reactor, AquaPASS® Phased Activated Sludge System, Aqua EnduraTube® Fine-bubble Tube Diffuser, Aqua EnduraDisc® Fine-bubble Disc Diffuser, Aqua CB-24® Coarse-bubble Diffuser, Aqua TruDense™ True Densified Sequencing Batch Reactor, AquaDisk® Cloth Media Filter, AquaDiamond® Cloth Media Filter, AquaDrum® Pressure Series 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 PA2-12® Cloth Filtration Media, OptiFiber PES-14® Cloth Filtration Media, OptiFiber PF-14® Cloth Filtration Media, OptiFiber UFS-9® Cloth Filtration Media, AquaABF® Automatic Backwash Filter, AquaPRS™ PFAS Removal System, Aqua PR-206™ PFAS Removal Sorbent, Aqua MultiBore® P-Series Polymeric Membrane System, Aqua MultiBore® C-Series Ceramic Membrane System, AquaMB Process® Multiple-Barrier Membrane System, Aqua-Aerobic® MBR Membrane Bioreactor System, Aqua ElectrOzone® F-Series Ozone Generator, IntelliPro® Monitoring and Control System. The Aqua-Aerobic logo, registered trademarks and pending trademarks are the property of Aqua-Aerobic Systems, Inc. Nereda® is a registered trademark of Royal HaskoningDHV. All other products and services mentioned are trademarks of their respective owners.

Pricing Summary

StartUp Supervision (AAS):	Included
Freight:	Included
Total Job Price:	\$36,171.94

Material 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 MetaWater Company)": Any different or additional terms are hereby objected to.

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.

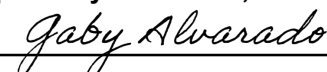
Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Company: _____

By: _____ **Date:** _____

Offer Respectfully Submitted,



**Gaby Alvarado, Sales Assistant, Aeration & Mixing
Aqua-Aerobic Systems, Inc.**