



Traveling Water Screen On-Site Rebuild Aurora Water Treatment Plant Proposal #16140a

January 20, 2017

Steve Carlin

City of Aurora Water Treatment Plant
1111 Aurora Ave.
Aurora, IL 60505

RE: On-Site Rebuild
Evoqua Traveling Water Screen

Dear Mr. Carlin,

Evoqua Water Technologies, LLC is pleased to provide this proposal to mobilize our factory trained dive crew to the Aurora WTP to rebuild one traveling water screen. The screen is 5'-0" basket width x 20'-0" vertical shaft centers, originally supplied by Evoqua (formerly Envirex) on contract H604905 in 1990.

Work Scope:

- Evoqua will mobilize our factory trained, three man dive service crew to the plant.
- Once on site, the crew will set-up equipment and proceed to complete the rebuild of the traveling water screen.
- The crew will remove the screen from the well as a completely assemblies unit utilizing a crane and operator supplied by the customer.
- The crew will then rebuild the screens, utilizing parts ordered separately from Evoqua. Note: prices of parts are not included in this proposal, labor only. These parts are to be ordered and received prior to our crew mobilizing to the site. Reference Evoqua parts quote 10124527. Note that the rebuild scope includes replacement of the parts listed below, and re-assembly of the screens. Not additional parts, coating or other work is included in this proposal.
- After the parts have been replaced, the screen will be re-installed in the well.
- After completion, the screens will be test run and the operation will be observed and verified to assure extended life of your equipment. The screens will receive initial lubrication and adjustments, as necessary. An operator from the site will be required during the service to operate the screen, or permission granted to allow our crew to operate the screen.
- Upon completion of the rebuilds, the crew will demobilize from the site.



- The following new components will be installed:
 1. A new three-piece foot shaft assembly, including shaft, sprockets, bushings, attachment brackets and hardware.
 2. New boot section track and filler bars with attachment hardware
 3. (2) new boot section extension shoes with attachment hardware
 4. (2) new roller bearings installed in the existing housings
 5. (4) new spray nozzles
 6. New head section lower shields and sealing plates
- Note: any work found over and above the scope of this proposal will not be done unless approved by an authorized agent of the customer
- Installation notes:
 1. A crane an operator is to be supplied by the customer to remove the crane from the well, and stage and install parts
 2. Any lubricants will be supplied by the customer
 3. The customer will supply an electrician for wiring and electrical service disconnect and reconnect
 4. The customer will supply personnel to operate the screens, or permissions for our crew to operate the screens.
 5. This proposal is based on removing the screen from the well. This method is more efficient and saves site labor. If the rebuild is to be completed while the screen is in the well, the screen would still need to be raised off the well bottom to gain access to the track and filler bars. If this method is preferred, an updated proposal can be supplied.

The total price to perform the on-site rebuild of one traveling water screen per the above work scope will be: \$24,792.00

The above prices are for the service labor only, and does not include the replacement parts, which are to be ordered separately. Any additional work to be performed will be at the out of scope rates below. No additional work will be done without prior approval.



Any out of scope work will be performed at our Evoqua Daily Rate as noted below:

- Mobilization to customer site - \$3,643.00
- 8-Hour Daily Rate of \$3,580.00
- Saturdays will be billed at \$5,095.00 per 8-Hour day
- Sundays and Holidays at \$6,610.00 per 8-Hour day.
- Overtime Rates:
 - Weekday and Saturday overtime will be billed at \$568.00 per hour
 - Sunday overtime at \$757.00 per hour.
- Standby Rate for Weekdays and Saturdays at \$3,580.00.
 - Note – Standby rates apply for all customer related and weather related lost time greater than 4 hours where our crew is prevented from performing their scheduled scope of work.
- Delays caused by Evoqua Industry will not be charged to the customer.
- Demobilization from customer site - \$3,343.00
- Submersible sludge pump:
 - Should pumping of mud, silt and debris be required, we can perform this at the daily rates indicated above. A submersible sludge pump with 4" hose and fittings can be supplied at the rate of: \$65.00 per hours
- Underwater video with DVD
 - As an option, Evoqua can supply a burned DVD video of the below deck inspection of the traveling water screens for \$350.00 per day (advance notice required)
- Any additional rental equipment or supplies shall be billed at cost plus 20%

Evoqua Water Technologies, LLC service crews supply:

1. All tools, labor and supervision
2. Topside burning equipment
3. All necessary rigging
4. Welding machine
5. All underwater dive equipment
6. All safety equipment

Customer to furnish:

1. 110 volt power
2. Tool air
3. Oxy-acetylene gas
4. Sanitary facilities
5. Clear and unobstructed work area
6. All necessary permits associated with on-site work
7. Lock out and tag out of equipment
8. Operator to operate the screens for topside inspections, or permission to allow Evoqua personnel to operate the screens.



Service crew notes:

Evoqua Water Technologies LLC crews work an 8-hour day. There will be no work stoppages for reasons other than our own. All work stoppages not caused by Evoqua will be billed at the daily rates noted in this proposal.

Evoqua accepts no responsibility for any unavoidable site damage such as ruts occurring from trucks or cranes in or around the work site.

Evoqua Water Technologies LLC will supply a factory trained (3) man non-union service crew including Certified Commercial Divers to complete this work.

The prices quoted do not include any tax which may apply. If you are tax exempt, we will require a copy of your tax exemption certificate at the time of the order.

This proposal is valid for 30 days.

Evoqua Water Technologies LLC payment terms are Net 30 Days.

Any agreement that may result from this proposal will be subject to the Standard Terms and Conditions of Sale as attached to this document.

Should this proposal receive your favorable consideration, Evoqua Water Technologies LLC, will work with you to reach a mutual agreement on the Terms and Conditions of Sale, however:

- A "Signed Purchase Order along with mutually agreed upon Terms and Conditions" must be in our possession before mobilization to the site, or manufacturing of the equipment begins.
- If delivery is critical, we propose an "As-Sold Proposal", this proposal should be signed by an authorized individual as the basis of our Contract and attached to the Purchase Order.

Thank you for the opportunity to provide this proposal. If you have any question, please feel free to contact me.

Best regards,

Matthew Tyson
Operations Manager, Dive Team Services

Tel: 215-712-7071
Mobile: 267-424-4032
matthew.tyson@evoqua.com

Please visit our Intake Products Service Website at:
<http://www.evoqua.com/en/brands/intake-screens/Pages/Intake-Services.aspx>



Traveling Water Screen Service and Rebuilds



Evoqua Water Technologies. Offers Full Service and Rebuild Capabilities for any Brand Traveling Water Screen Including Our Own Industry Leading OEM Envirex®, Rex®, Link-Belt® and Royce to fit any of Your Plant's Intake Requirements and Budget. Our Services Include:

- Onsite Topside Inspections and Screen Evaluations-
- Dive Inspections-
 - Complete Written Report covering all components
 - Underwater Photographs of any problem areas
- Screen Adjustments-
 - Done to OEM Factory Specifications. Envirex®, Rex®, Link-Belt® and Royce
 - Helps Prevent Premature Wear of Components
- Annual Maintenance Contracts-
 - Equipment is Maintained at OEM Factory Specifications for Extended Life and Reduced Operating Cost
- On-Site Repairs Performed in Wet or Dry Well-
 - Can be Coordinated with Plant Outages
- Intake Well Cleaning-
 - Mud, Silt and Debris removed from immediate screen area
 - Trash Rakes
- Repairs or Refurbishment On or Off-Site, including Extraction of Screen
- Emergency Service Available-

Please visit our Service website for more information:

<http://www.evoqua.com/en/brands/intake-screens/Pages/Intake-Services.aspx>

**Evoqua Water Technologies LLC
500 Horizon Drive, Suite 503
Chalfont, PA 18914**

phone: 1-800-207-9490

fax: 215-822-0590

EVOQUA WATER TECHNOLOGIES LLC

1-25-17

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.

3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.

6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.

7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. ~~Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work.~~ If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

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via email
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reasonably

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

delete
11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. ~~If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.~~ *Delete*

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK SHALL NOT EXCEED ~~THE PURCHASE PRICE PAID FOR THE WORK.~~ THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal. *\$50,000*

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by:

Purchaser Name:	Evoqua Water Technologies LLC
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

(Feb 2015)