



PROPOSAL TO:

City of Ocala

# Advanced Oxidation Process Lift Station Odor Control Unit

Date: February 8, 2023



## Lift Station Odor Control

In-Pipe Technology (IPT) is pleased to present this proposal for the capital purchase of two (2) AOP-16 Lift Station Odor Control unit to be installed at Lift Station 72. The unit uses photohydroionization (PHI) to produce safe, environmentally friendly hydroxide ions that are very efficient at oxidizing hydrogen sulfide to reduce odor and corrosion problems in lift station wet wells.

Please see the attached equipment cut sheet and specification for details on the unit's benefits and operation.

This proposal will outline the costs of our units if purchased. However, please note that we are extending a 6-week free trial of the units at Lift station 72, with the City only responsible for the cost of installation and shipping. Acceptance of this proposal will not require purchase of these units by the City. At the end of the 6-week trial period, the City will purchase the units (at the price quoted below), or notify IPT that the units should be removed (at IPT expense).

## Summary of Scope

- The supply of two (2) AOP-16 systems at Lift Station 72, including all required piping, for a six (6) week trial.
- Installation of the units to the lift station exhaust valve. Electrical hookup to 110v must be performed by the City or a City-approved licensed contractor.
- A concrete pad (or sufficient space on a concrete pad) must be provided for the Units.

**Purchasing Quote**

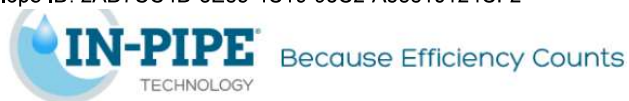
Proposal Number: 2023-WA60  
 Date: February 7, 2023  
 Reference: Ocala, FL  
 Availability: 6-8 weeks ARO  
 Delivery: Included  
 Validity: Proposal valid for 30 Days

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To:  
 City of Ocala  
 1220 NW 4<sup>th</sup> Ave.  
 Ocala, FL 34475  
 Phone: (352) 572-0421  
 E-mail: [lacosta@ocalafl.org](mailto:lacosta@ocalafl.org)  
 Attn: Luis Acosta  
 Chief of Equipment Maintenance

From:  
 In-Pipe Technology, LLC  
 725 N. Central Ave.  
 Wood Dale, IL 60191  
 Phone: (630) 509-2488, ext 227  
 E-mail: [dfagans@in-pipe.com](mailto:dfagans@in-pipe.com)  
 Attn: Douglas Fagans  
 Chief Commercial Officer

<u>Item</u>	<u>Qty</u>	<u>Item Code #</u>	<u>Description</u>	<u>Price</u>
1	2	IPT-AOP-16	Purchase of IPT(OH <sup>-</sup> ) Hydroxyl Odor Control Equipment for Lift Stations	\$40,000
1		TRIAL	Trial Discount (6-week trial)	(\$40,000)
1	1	IPT-AOP-INST	Shipping, Delivery and Installation, and Startup	\$7,000
TOTAL COST				\$7,000

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**Terms**

Refer to attached IPT standard Terms and Conditions.

Thank you for your consideration. We look forward to reviewing the proposal with you.

**OFFERED BY:**

IN-PIPE TECHNOLOGY, LLC

Douglas G. Fagans  
Chief Commercial Officer

**ACCEPTED BY:**

City of Ocala

DocuSigned by:  
Signature: Ken Whitehead  
5677F71E38874F4...

Name & Title: Ken Whitehead, Assistant City Manager

Date: 4/10/2023

Purchase Order No: \_\_\_\_\_

Approved as to form and legality:

DocuSigned by:  
William E. Sexton  
William E. Sexton, Esq.  
City Attorney



## **IN-PIPE TECHNOLOGY COMPANY STANDARD TERMS AND CONDITIONS**

**1.0 ACCEPTANCE** Sale of any products or services (hereafter, the "Products") by Wastewater Acquisition, LLC d/n/a In-Pipe Technology ("Seller") to Purchaser shall be subject to the terms and conditions of sale contained herein. No change in or addition to these terms shall be binding upon Seller unless specifically accepted in writing by Seller. Seller objects in advance to any additional or different terms proposed in Purchaser's order.

**2.0 PRICING** Prices shall be Seller's price in effect at time of shipment unless otherwise specified in Seller's written quotation. Quotations automatically expire 90 calendar days from quotation date and may be canceled at any time by written notice.

**3.0 FORCE MAJEURE LIMITATION** Seller shall not be liable for any loss, damage or expense resulting from delay or failure in the performance of Seller's obligations hereunder if such delay or failure is due to acts of God or the public enemy, strikes, labor troubles, fire, explosions, riots, war, governmental orders or restrictions, shortages of materials or labor, delay in transportation, theft, accidents or any other cause which is beyond Seller's reasonable control. Upon the occurrence of any such event preventing the Seller from performing all of its then outstanding contracts, the Seller shall then be entitled to perform such of its contracts as it may select and shall incur no liability to the Purchaser by reason of performing contracts other than this agreement. The Seller's total liability for damages related to the performance of or failure to perform this agreement shall be limited to the amount of the contract price. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOSS OF PROFITS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASE IN EXPENSE OF OPERATION OF OTHER EQUIPMENT OR FACILITIES OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

**4.0 DELIVERY** Shipping dates are estimates only and are based on Seller's projected production schedules and commitments by suppliers. DELAY IN SHIPMENT OR VARIANCE FROM SHIPPING SCHEDULE SHALL NOT BE CAUSE FOR CANCELLATION OR CLAIM FOR DAMAGE. Receipt by the Purchaser of any Products or services shall constitute acceptance of delivery and waiver of any claims due to delay.

**5.0 WARRANTY** Supplier warrants that its labor, materials, and equipment supplied hereunder shall be free from defect and shall conform to the standards of care in effect in its industry at the time of performance of such labor, materials, and equipment for the time this contract is in effect.

**5.1** Supplier's obligation is limited to repair or replacement F.O.B. Purchaser's facility when examination of any such equipment shall disclose them to Supplier's reasonable satisfaction to have been defective and Purchaser shall have promptly notified Supplier of the discovery of any such defect. Supplier will not be responsible for; work done, material or equipment furnished or repairs or alterations made by others.

**5.2** For any breach hereunder, Supplier shall be liable to Purchaser for all damages (limited as stated in "Liability of Supplier") as shall be applicable under the law, except as otherwise provided in this agreement. Purchaser shall be entitled to pursue all rights and remedies available by law, except as otherwise provided in this agreement. In any event, Supplier's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

**6.0 LIABILITY OF SUPPLIER** shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except, as the same may have been caused by the negligence or willful misconduct of Supplier. In no event shall Supplier be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Supplier's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Supplier for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Supplier within one (1) year after Supplier's completion of work hereunder.

**7.0 PAYMENTS** Terms of payment are net 30 days. The maximum legal rate (or 18%) of interest and all costs of collection (including attorney's fees) shall be charged on past due accounts. All orders are subject to the continuing approval of Seller's credit department. If Purchaser is in default in any payment, Seller may declare all payments for work completed



immediately due and payable, stop all further work until payments are brought current and/or require advance payment for future shipments. If the financial condition of the Purchaser at any time does not in the judgment of Seller justify continuance of production or shipment on the terms of payment set forth herein, Seller may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of the Purchaser or in the event any proceeding is brought against the Purchaser, voluntarily or involuntarily under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges.

**8.0 DRAWINGS** If drawings are furnished with this proposal, they are submitted only to show the general style, arrangement and approximate dimensions of the equipment and services offered. No work is to be based upon proposal drawings. It is the Purchaser's responsibility to verify that the data given on certified drawings is suitable for applicable installation conditions. Any changes made after the order is released for manufacture will be subject to extra charges.

**9.0 TITLE/RISK OF LOSS/DEFAULT** Unless otherwise specified by Seller, delivery will be made F.O.B. point of shipment to Purchaser. Title to right of possession and ownership of equipment covered herein shall remain the property of the Seller. The Purchaser agrees to do all acts necessary to perfect and maintain such right and title in the Seller. In case of failure or refusal to make payments when due, then and in any such event the whole of the unpaid portion of the purchase price shall, at Seller's option, become immediately due and payable and in case of such default on Purchaser's part, Seller shall thereupon have the right to enter the premises upon which such property shall be installed and take possession of and remove the same without legal process. This equipment shall retain its character as personal property regardless of its mode of attachment. Risk of loss or damage shall pass to Purchaser on delivery to carrier.

**10.0 TAXES** In addition to any price specified herein, Purchaser shall pay the gross amount of any present, or future sales, use, excess, value added or other similar tax applicable to the price, sale or delivery of any Products or their use by Seller or Purchaser, or Purchaser shall furnish Seller with a tax exempt certificate acceptable to the taxing authorities.

**11.0 CANCELLATION** Any order placed with Seller may be cancelled by the Purchaser only upon payment of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by the Seller.

**12.0 PROPRIETARY IPT BULK MICROBE CULTURE** The Client agrees that it will use prudent attempts to ensure that no analysis will be allowed on the IPT bulk microbe culture reagents without prior written authorization by In-Pipe Technology Company, LLC. In-Pipe Technology methodology is protected by US Patents (#5,578,211 and 5,788,841 and Canada Patent # 2,272,689) owned by the company.

**13.0 DISPUTE RESOLUTION** Any dispute or controversy arising out of, under, or in connection with, or in relation to, this Agreement and/or any amendments thereto, or the breach thereof, which is not resolved informally by prior mutual agreement of the Purchaser and Seller, shall be submitted to non-binding arbitration, unless otherwise waived and/or modified in writing by the Parties. The cost of such arbitration shall be paid by the Purchaser and Seller equally; however, the prevailing party in the arbitration shall be entitled to reimbursement of its attorney's fees and other costs and expenses incurred in connection therewith.

**13.1** If a dispute arises which is not resolved by arbitration pursuant to the above, and either party reasonably retains counsel for the purpose of enforcing any provision of this Agreement, including without limitation the institution of any action or proceeding to enforce any provision of this Agreement, or to recover damages if otherwise available hereunder, or to obtain injunctive or other relief by reason of any alleged breach of any provision of this Agreement, or for a declaration based on a demonstrated necessity of such Party's rights or obligations under this Agreement, or for any other judicial or equitable remedy, then if the matter is settled by judicial or quasi-judicial determination, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing Party for all costs and expenses incurred including, without limitation, all attorneys' fees and costs for services rendered to the prevailing Party and any attorneys' fees and costs incurred in enforcing any judgment or order entered. The prevailing Party shall be as determined by the court in the initial or any subsequent proceeding.

**14.0 GENERAL** The terms and conditions hereof cancel and supersede all previous understandings or agreements relating to the Products covered hereunder, written or oral, between Seller and Purchaser and contain the entire understanding of the parties hereto. Terms and conditions in the attached proposal supersede terms and conditions in this document. No waiver, alteration, deletion or modification of or addition to any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of the Seller. If any term, provision or condition contained herein shall, to any



expert, be invalid or unenforceable, the remainder of the terms, provisions and conditions hereof other than those which are invalid or unenforceable, shall not be affected thereby and each term, provision and condition of this order shall be valid and enforceable to the fullest extent permitted by law. This order and all rights and obligations of the parties shall be construed and interpreted under and pursuant to the laws of the State of Illinois.

**15.0 CITY OF OCALA TERMS APPLY.** To the extent any of the terms or conditions set forth in these Terms and Conditions conflict with that of the City of Ocala's standard Purchase Order terms and conditions, the City's Purchase Order Terms and Conditions shall supersede the IPT Standard Terms and Conditions.

**Certificate Of Completion**

Envelope Id: 2AD7CC4D3E854C1093C2A58810124CF2

Status: Completed

Subject: FOR SIGNATURE - Advanced Oxidation Process Lift Station Odor Control Unit (WRS 230373)

Source Envelope:

Document Pages: 7

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

**Record Tracking**

Status: Original

Holder: Patricia Lewis

Location: DocuSign

4/4/2023 11:05:19 AM

plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement &amp; Contracting

Location: DocuSign

**Signer Events**

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

**Timestamp**

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Signed: 4/6/2023 11:46:36 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/4/2023 11:07:34 AM
Certified Delivered	Security Checked	4/6/2023 2:28:41 PM
Signing Complete	Security Checked	4/10/2023 11:55:15 AM
Completed	Security Checked	4/10/2023 11:55:15 AM
Payment Events	Status	Timestamps