



Franklin Miller Inc.  
60 Okner Parkway  
Livingston, NJ 07039 USA

Tel 973-535-9200  
Fax 973-535-6269  
info@franklinmiller.com

**Quote No: 36153C**

**May 08, 2020**

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**Lake County Special Districts**

230 N. Main Street  
Lakeport, CA 95453 USA  
Phone: 707-263-0119

**Your Local Representative:**

JBI Water & Wastewater Eqt., Inc.  
Attn: JJ Jeffries  
Tel: 916-955-5500  
email: [jj@jbiwater.com](mailto:jj@jbiwater.com)

**Salesperson:**

Nicholas Ilaria, Regional Sales Manager  
[nilaria@franklinmiller.com](mailto:nilaria@franklinmiller.com)

We are pleased to quote on the following: SR-30 With Hauler Station, Ductile Iron Rock Trap.

Quantity		Description	Price	Totals
1	EA	<b>SPIRALIFT® SR30 Septage Receiving Station as follows:</b>  <b>SPIRALIFT Model SR30 Septage Receiving and Screening including:</b> <ul style="list-style-type: none"><li>- Tank Enclosure, T304SS construction</li><li>- 4" inlet flange constructed of heavy stainless steel</li><li>- Hinged Access cover with interlock</li></ul> <b>Spiral Screen including:</b> <ul style="list-style-type: none"><li>- Stainless Steel tank housing</li><li>- Alloy Steel Shaftless Auger and Stainless outer flighting in Screen area</li><li>- 27" Dia. Stainless Steel perforated screen basket.</li><li>- Heavy-duty Nylon segmented bolt-on screen brushes attached to Auger.</li><li>- Shaft-mounted Gear Reducer and 2HP TEFC 3/60/230/460 Motor</li></ul> <b>Compaction Zone</b> <i>Enhances output quality through superior dewatering and compacting</i> <ul style="list-style-type: none"><li>- fitted with screen, backwash system and return drain located prior to outlet</li><li>- Reduces odors</li><li>- Reduces overall weight of screenings</li></ul> <b>Spray Wash System including:</b> <ul style="list-style-type: none"><li>- Screen washing zone to clear perforated screen</li><li>- Spray Wash for tank washdown during shutdown cycle</li><li>- Each line regulated by solenoid and ball valve</li><li>- Design Flow: 70 gpm of potable water</li></ul> <b>Ultra-Sonic Level Sensor:</b> <ul style="list-style-type: none"><li>- Mounted in SR tank for high level detection.</li><li>- Manufactured by Siemens</li></ul>		

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Quantity	Description	Price	Totals
	<ul style="list-style-type: none"> <li>- 20'Max, Intrinsically Safe (FM CL 1 , Div 1 Group A,B,C,D),</li> <li>- 24VDC</li> </ul>		
1	<b>TASKMASTER® GRINDER, Model TM851204TT as follows:</b> <ul style="list-style-type: none"> <li>- Housing with built-in Tramp-Trap to collect heavy objects - D.I. Construction</li> <li>- Nom. 8" x 12" Cutting Chamber</li> <li>- Cutter Cartridge Technology: 716" Thick x 7Tooth Cam Cutters, 4140 H.T.</li> <li>- Nitride Heat Treatment, to Rc60 on cutting surfaces</li> <li>- 4" Ansi Flange Housing- 150# Bolt Pattern</li> <li>- Drop-In Design Housing For Fast &amp; Easy Maintenance</li> <li>- 2" Hexagonal Shafting, 4140 H.T.</li> <li>- Manual Slide Gate for fast Tramp Removal - D. I. - 6" Dia.</li> <li>- Clean out Port - Top Mounted</li> <li>- Clean out Port - In discharge flange</li> <li>- Painted 2 Coats Heavy Epoxy Coating - Osha Blue</li> <li>- Weight: 1820 lbs.</li> </ul>		
1	EA <b>MOTOR AND DRIVE INCLUDING:</b> <ul style="list-style-type: none"> <li>- 5HP TEFC C-Face Motor, 230/460V, 3PH, 60 HZ</li> <li>- Gear Reducer - Cycloidal, Vertical Down</li> <li>- Coupling: High Torque Jaw Style</li> <li>- Reducer and Adapter constructed of Iron and Steel</li> </ul>		
1	EA <b>4" Inlet Pipe Assembly</b> <ul style="list-style-type: none"> <li>- 4" Piping - with flanges, 304 Stainless Steel</li> <li>- Support Stands - Stainless Steel</li> <li>- Flow Meter &amp; Transmitter - Hard Rubber Liner, Hast C Electrodes, 4" 150# flanges</li> <li>- Plug Valve - 4"Flg Acry-Butadiene V-Type Pkg</li> </ul>		
1	EA <b>PH and CONDUCTIVITY Monitor</b>		
1	EA <b>S270-SRH Septage Receiving Controller</b> <b><i>With Hauler Station Interface</i></b> <ul style="list-style-type: none"> <li>- Provides control and integration of all system components</li> <li>- Card Reader - for Hauler authentication</li> <li>- Receipt Printer</li> <li>- HMI Interface</li> <li>- Nema 4X Stainless Steel Enclosure - Hauler Station</li> <li>- Interior Mount Control Cabinet</li> <li>- PLC Controlled</li> <li>- IEC Starters, &amp; Long Lasting LED Indicators</li> <li>- Includes System Flow Meter and Integration</li> </ul>		

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Quantity	Description	Price	Totals
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- Provided with 50 Magnetic Cards

3 DY **Startup Services - Factory**  
If more than one day, Days are Consecutive.  
Normal Day Rate includes up to 8 hours,

**Total Lump Sum:** \$165,778.00

**Subtotal:** \$163,278.00

**Freight:** \$2,500.00

**Grand Total:** \$165,778.00

**Optional Items - Not included in above**

1	EA	<b>HAULERLOGIC™ - Including: Multiuser Administration Software</b>	8,900.00	\$8,900.00
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- Allows Customer Account Maintenance
- Monitors Current and Past Hauler Activity
- Provides Reports, Invoices and Statements
- Enable/Disable Customer Accounts
- Select Account Type - Prepay or Invoice
- Set Rates
- SQL Database Driven
- Runs on Microsoft Workstation, Accessible from PC, MAC or Tablet

*1 Year Telephone Support and Software Updates Included  
Provided with Dell Server and Dell Hardware Support for 2 years*

Prices are Valid Until Friday, August 7, 2020

Fob: Livingston, NJ Payment Terms: Net 30 days (subject to approval by Franklin Miller, Inc. Accounting Dept.).

**Freight Allowed**

**Sales Tax (CA, NY, NJ) if applicable, will be added to Invoice.**

Thank you for this opportunity to be of service.

This quote is subject to Franklin Miller Standard Warranty, Terms and Conditions attached. Prices do not include applicable taxes.

# FRANKLIN MILLER INC.

## TERMS AND CONDITIONS DATED 5/30/2019

### ORDER AGREEMENT

Order resulting from a Franklin Miller ("SELLER") proposal shall be bound by the following Terms and Conditions. Any exception to these Terms and Conditions by the R shall not be binding on SELLER unless agreed to in writing upon the parties' signatures, their successors and assigns.

### LIMITED WARRANTY

SELLER warrants the goods sold hereunder to be free from defects in material and workmanship under normal use and service not arising from misuse, negligence or accident, or unauthorized modification of the equipment, in connection with the use, installation, and transportation of the goods by BUYER, its agents, servants, employees or by carriers. SELLER's obligations under this warranty are limited to repairing any deficiencies in the goods at such place or places in the United States or America as may be designated by SELLER. This warranty shall pertain to any parts of any goods to which BUYER has, within (12) months after date of shipment, written notice of a claimed defect to the SELLER. The BUYER shall be required to furnish SELLER with details of such defects and this warranty shall be effective as to such goods which upon SELLER's examination shall disclose to its satisfaction to be defective and which at SELLER's option shall be repaired in place if feasible for a warranty repair. The BUYER at his expense shall make available in a suitable location for repair by SELLER or promptly thereafter be returned to SELLER, BUYER's, or its nominee's expense. If upon examination it is determined by the SELLER that the repair or replacement does not fall within the warranty as set forth in this clause, an estimate for cost of repair will be provided to the BUYER. This warranty is expressly in lieu of all other warranties expressed or implied. In no event shall the SELLER be liable to the BUYER or to any other person for any loss or damage, direct or indirect, arising out of or caused by the use or operation of the goods, or for the loss of profits, business, or good will. Under no circumstance will SELLER be liable for any of the following: (1) third party claims against BUYER for damages including liquidated damages; (2) loss of or damage to BUYER's goods or data; or (3) economic consequential damages (including loss of profits or costs) or incidental damages even if SELLER is informed of their possibility. Excluded from the warranty herein are (a) defects in parts or components not manufactured directly by SELLER (SELLER will, however, pass on the remaining portion of the purchased equipment manufacturer's warranty) or not part of SELLER's standard design or are supplied pursuant to special BUYER's requirements; (b) certain parts which are subject to wear and tear from abrasive action or use thereof; and (c) parts that have been subjected to misuse. SELLER's liability is limited to furnishing replacement parts at SELLER's option parts determined by SELLER to be defective. **NO WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE (EXCEPT AS TO TITLE) OTHER THAN THOSE EXPRESSLY SET FORTH ABOVE WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, SHALL APPLY TO PRODUCTS SOLD BY US.** In the case of a new start-up, SELLER shall provide recommended maintenance and long-term service instructions, including documentation forms which BUYER must complete in order to maintain this warranty. BUYER's failure to adhere to said maintenance instructions for any piece of the equipment shall void this warranty. Further, no alteration, modification, or modification of the foregoing conditions shall be valid unless in writing and signed by an executive officer of SELLER. If the BUYER is in violation of Clause 6 (Payment of Purchase Price) this warranty is null and void unless stated by SELLER.

### FORCE MAJEURE

The obligation of SELLER hereunder shall be modified or excused for reasons of act of God, war, changes in law or regulations, strikes or lock-outs, fire, breakdown of machinery, or if for any other cause beyond SELLER's control, including supplier delay, the goods cannot be delivered, or their delivery becomes delayed in whole or in part. In the above instances, time for delivery shall be extended for the period of the delay caused, with the proviso, however, that either party may cancel in writing the undelivered portion of the order or contract if the delay exceeds six (6) months from the delivery date originally confirmed by SELLER. In no event shall SELLER become liable in the aforesaid instances to BUYER or any third party for consequential damages, liquidated damages, particularly described in ARTICLE 2 herein.

### DELIVERY

Quoted delivery dates and/or periods are approximate. Unless otherwise agreed, delivery of the goods is F.O.B. Factory or (EX WORKS - INCOTERMS 2000). Delivery to common carrier shall constitute delivery to BUYER, and thereafter the risk of loss or damage to the goods shall be upon BUYER. Delays by BUYER, Owner, or the engineer or BUYER or Owner in furnishing necessary technical information or documents, or delays caused by order modifications requiring additional production time, shall result in responding postponement of the delivery date.

### SHORTAGE OR DAMAGE OF DESTINATION SHIPMENTS

Claims of shortage or damage on destination shipments must be made in writing within ten (10) days after delivery of the goods (as to which such claim is made) to SELLER or its nominees, but in no event shall the claim be later than within the limit provided by the carrier or insurance company, otherwise such claim shall be deemed waived.

### TERMS OF PURCHASE PRICE

Time of payment is of the essence under this contract. Upon default by BUYER in violation of the terms of this contract, or failure to comply with any of the conditions of, or upon seizure of the property under execution or other legal process, or if SELLER becomes bankrupt or insolvent, or any petition for reorganization or for a court receivership is filed against BUYER, or if the BUYER makes any assignment for the benefit of his creditors or otherwise sells, encumbers or disposes of merchandise, or if for any other reason the SELLER should deem itself insecure, the amount of the purchase price then remaining unpaid shall at once become due and payable at the option of the SELLER. Then, at its option, SELLER may take possession of any goods theretofore sold to BUYER, in connection with which the full purchase price has not been paid, analogous to the terms and provisions set forth herein.

**TERMS OF PAYMENT** - All orders are subject to credit approval by the SELLER. Payment terms are as stated in SELLER's quotation. Retainage if required by OWNER shall be no more than 5% of the purchase price. Retainage shall be released and paid no later than 120 days after satisfactory start up of the SELLER's equipment. All payments, including partial shipments, will be billed a pro rata amount as of date billed. If the account remains unpaid after sixty (60) days, interest at the rate of 18% per month (18% per annum) will be added to the outstanding balance accrued from date of shipment. All costs of collection will be added to the outstanding balance including legal fees and court costs. Acceptance of partial payments on account does not constitute any change in the payment terms and conditions herein and is not to be considered to extend the due date for payment.

### SECURITY INTEREST AND TITLE

States and localities which are governed by the Uniform Commercial Code, this act shall serve as the security agreement, reserving in SELLER a security interest in full payment of purchase price. The provisions of the Uniform Commercial Code defining security interest shall have preference and apply if inconsistent with other provisions of the conditions of sale herein. In states and localities where the Uniform Commercial Code does not apply, title to the merchandise shall remain in the SELLER until full payment of the purchase price. BUYER agrees to execute forthwith and all documents in such form as SELLER may require for filing or recording the security interest under the Uniform Commercial Code with the proper registers or offices, or for filing or recording the conditional sales contract.

### VARIATIONS IN DUTIES AND TAXES & RATE OF EXCHANGE

Prices on the products specified are exclusive of all city, state or federal taxes. SELLER shall bear any increases, after the date of this contract, in or any new imposition of duties, levies or taxes relating to the product sold hereunder. Unless a Tax Exemption Certificate is provided, SELLER will invoice for the New Jersey Sales Tax on all items sold in New Jersey. SELLER is not authorized to collect sales tax in any other jurisdiction.

### MODIFICATIONS AND CANCELLATION

Parties may agree to modify project plans or specifications provided BUYER pays SELLER for engineering time, materials costs, and other expenses relating to the requested modification. An order, once placed with and accepted by SELLER, can be cancelled only with SELLER's consent and upon terms that will indemnify SELLER against loss.

# FRANKLIN MILLER INC.

## TERMS AND CONDITIONS

DATED 5/30/2019

### STOP WORK ORDER OR DELAY:

engineering approval, release to manufacturer, shipment or work on any part of contract is held or delayed by BUYER for greater than 120 days from the date of act, SELLER is entitled to an increase in contract price to cover cost escalations and by such delay.

### MISCELLANEOUS PROVISIONS

For any reason a provision of the contract is legally invalid, then in such event the of the contract shall remain in full force and effect; (b) Any amendment to any act or contracts shall require the consent in writing of both parties; and (c) The terms shall govern in any instance where they conflict with the provisions of any used by BUYER.

### BUYER'S RESPONSIBILITY AS TO MAINTENANCE

BUYER shall use and shall require its employees and agents to use all safety devices guard safe operating procedures and shall maintain the same in proper working order. Further, BUYER shall obey and have its employees, subcontractors and agents safety instructions given by SELLER. BUYER agrees to indemnify and save SELLER harmless from any liability or obligation with respect to any personal injuries or property damage directly or indirectly connected with the operation of the equipment. BUYER agrees to notify SELLER promptly and in any event not less than ten (10) days notice or knowledge of any accident or malfunction involving SELLER's equipment which has caused personal injury or property damages and to cooperate fully with SELLER in investigating and determining the causes of such accident.

### REPAIR OBLIGATION FOR CONTAMINATED EQUIPMENT

Repairing herein shall be deemed to require SELLER to accept equipment for repair, replacement or alteration unless the units have first been cleaned and decontaminated.

### NOISE LEVEL REQUIREMENTS

Although SELLER's machines have been designed to satisfy the general requirements of BUYER's specifications, SELLER cannot represent or certify that they satisfy the noise requirements for a specific application, location or operation since these instances are unknown to SELLER and are beyond SELLER's control and because of the general nature of size reduction equipment. If required to test for this noise requirement, testing will be with no product fed to the machine and FMI will provide a quotation for each test to be performed. If corrections are required after completion of the tests, the costs for these modifications will be negotiated.

### SAFETY CONDITIONS

Although SELLER's machines and guards have been designed to satisfy the general requirements of OSHA requirements, SELLER cannot present or certify that they satisfy the requirements of OSHA for a specific application, location, or operation since these instances are unknown to SELLER and are beyond SELLER's control. The SELLER will not be liable for any costs of compliance or other costs or fines resulting from non-compliance with any OSHA requirement.

### DOCUMENTS REQUIRED

As quoted include the required number of manuals set forth in the specifications. If stated, SELLER shall provide its standard Operations and Maintenance Manuals. Additional manuals are not included in the quoted price and shall be charged to BUYER.

### PATENT AND LICENSE & LIABILITY INDEMNIFICATION

BUYER agrees to indemnify SELLER, its agents, successors and assigns against any loss, damage and liability, including costs and expenses arising out of any claim against SELLER for actual or alleged infringement on any patent, copyright or trademark arising out of the use or sale by BUYER, its agents, servants, employees or customers of the product provided by SELLER, as used by BUYER, in conjunction with any other equipment, product or system. BUYER agrees to indemnify SELLER, its agents, successors and assigns against any loss, damage and liability, including costs and expenses arising out of any claim against SELLER for actual or "Bodily injury" or "property damage" arising from the actual, alleged or threatened discharge, dispersal, release or escape of pollutants from any source whatsoever. "Pollutants" means any solid, liquid, gaseous or thermal irritant or

emanant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. This includes materials to be recycled, reconditioned or reclaimed.

### TRADEMARKS AND COPYRIGHTS

SELLER acknowledges that it has no right, title or interest in the trademarks or rights in the products, and BUYER covenants that it will take no action to register or otherwise interfere with such rights.

### INDEPENDENT CONTRACTORS

SELLER and BUYER are independent contractors. BUYER is not authorized to and shall make any representations on behalf of which are binding upon SELLER.

### NON-ASSIGNMENT BY BUYER

Contract or contracts may not be assigned by the BUYER without prior written consent of SELLER.

### APPLICABLE LAW

Contracts herein are governed by the applicable laws of the State of New Jersey.

### BUYER APPROVALS

BUYER approval is required of the SELLER's submittals, specifications and/or drawing instructions submissions, upon receipt of such approval, the approved documents shall supersede the BUYER's description of requirements on this purchase order and the description on the SELLER's original proposal. SELLER will provide equipment, spares and data in accordance with the approved submittals.

### STANDARD PRODUCTS

SELLER's machines are built to best commercial practices and as part of its standard product line, which may be modified to meet BUYER's specifications. However, no manufacturing drawings or procedures, formal inspection plans, rules, progress reports, welding procedures, quality control plans, or sub-supplier information, will be supplied. Erection, safety, operation and maintenance instructions contained in SELLER's manual to be supplied with the machines.

### TESTS AND DIMENSIONS

Samples, measurements, dimensions and weights contained in the SELLER's catalogs, sales manuals, photographs and drawings constitute only an approximate guide. The SELLER reserves the right to make any changes which the SELLER, in its sole discretion, considers necessary.

### ARBITRATION

Disputes by the SELLER for nonpayment by the BUYER of the undisputed purchase price of goods sold by the SELLER, or for redress for other undisputed breaches by the BUYER of the contract of sale, may be brought by the SELLER before any judicial authority of competent jurisdiction without need for prior arbitration. All other disputes, overruns, or claims arising out of or relating to this agreement or the performance of each thereof shall be settled by arbitration by an arbitrator mutually agreeable to both and in the County of Essex, State of New Jersey in accordance with the rules and procedures then obtaining of the American Arbitration Association.

### VERIFICATION

**JUDICIAL PROCEEDING AND/OR ARBITRATION BROUGHT AGAINST BUYER OR BUYER ARISING OUT OF OR RELATING TO THIS NOTE MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW JERSEY, AND BY EXECUTION AND ENFORCEMENT OF THIS AGREEMENT BUYER ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS AND FORUM FOR ARBITRATION AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. BUYER IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT.** BUYER hereby agrees that the use of process sufficient for personal jurisdiction in any action against BUYER in the State of New Jersey may be made by registered or certified mail, return receipt requested, to BUYER at its address as provided by BUYER. BUYER hereby acknowledges that such service shall be effective and binding in every respect.