

6. Terms and Conditions

MISCOWATER - TW ASSOCIATES TERMS & CONDITIONS OF SALE

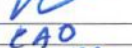
1. **ACCEPTANCE**
When the Buyer signifies acceptance of this quotation by submission of a Purchase Order or signed MISCOWATER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the Seller (MISCOWATER). Any changes or amendments to this proposal made by the Buyer must have MISCOWATER's approval in writing to become a part of this contract.
2. **DELIVERY**
Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by MISCOWATER for failure to ship or deliver on such dates. Unless otherwise directed, MISCOWATER shall have the right to make early or partial shipments and invoices covering the same to Buyer shall be due and payable in accordance with payment terms hereof. FOB shall be origin.
3. **APPROVAL DRAWINGS**
Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the Buyer's order. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing.
4. **PAYMENT**
Payment terms, upon credit approval, are Net 30 Days from the date of each invoice issued for each partial or final shipment. Flowdown provisions are not accepted. Retention is not allowed. In the event any payment becomes past due, a charge of 1.5% will be assessed monthly.
5. **TAXES AND BONDS**
Taxes and bonds are NOT included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice.
6. **CLAIMS AND BACKCHARGES**
Buyer agrees to examine all materials immediately upon delivery and report to Seller (MISCOWATER) in writing any defects or shortages noted no later than 10 days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will MISCOWATER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from MISCOWATER prior to the performance of any such work.
7. **SECURITY INTEREST & TITLE**
Until all amounts due MISCOWATER have been paid in full, Seller shall retain a security interest in the product and have all rights of a secured party under the California Uniform Commercial Code, including the right to repossess the product or equipment without legal process.
8. **WARRANTY**
MISCOWATER warrants that the product furnished will be free from defects in material and workmanship when installed, operated and maintained under design conditions and in accordance with the manufacturer's written instructions. Warranties will expire (18) months after shipment or twelve (12) months after start-up, whichever occurs first. Expandable items such as filter or scrubber media are excluded from this warranty.

THIS WARRANTY, INCLUDING THE STATED REMEDIES, IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES. SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION OF THE PRODUCT HEREIN. SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR LIQUIDATED DAMAGES, AND IN NO EVENT SHALL BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT PURCHASED ON THIS ORDER.

The foregoing is Seller's only obligation and Buyer's exclusive remedy for breach of warranty, and, except for gross negligence and willful misconduct, the foregoing is Buyer's exclusive remedy against Seller for all claims arising hereunder or relating hereto. Buyer's failure to submit a timely claim as provided shall specifically waive all claims for damages or other relief.

9. **CANCELLATION**
Should this order be cancelled, Buyer shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order.
10. **FIELD WORK**
Unless specifically stated on our quotation, installation, start-up service, supervision, operation and training are not included in our pricing of product.
11. **COMPLETE AGREEMENT**
These terms are intended by the parties as a final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course or prior dealings between the parties and no usages of the trade shall be relevant to supplement or explain any term used in this agreement. This agreement supersedes all prior representations and agreements with respect to the matters set forth herein and may be modified only by a written agreement to and signed by each of the parties.

MISCOWATER:
Title:
Date:

By: 
Title: CAO
Date: May 25-2022

Rev. 06/07/2016

4. Project Schedule

Purchase order received and accepted:	Timeline begins
Fabrication of JWC grinder Complete:	Week 8
Installation of equipment complete: <ul style="list-style-type: none">• Mobilization• Disconnection/removal of existing grinder, control panel• Installation/connection of new grinder and control panel	Week 9
Start-up and training (1 day, 1 trip):	Week 9
Close Project:	Week 10

5. Firm Project Pricing

Project Cost	Turnkey replacement of JWC grinder and control panel	\$59,640

Freight included. Lassen County sales tax included at 7.25%
Terms and Conditions: As defined by MISCOwater standard Terms and Conditions. Price valid for 60 days .

3. Scope of Supply



JWC In-Line Muffin Monster Grinder

1. 30004T-1206 Muffin Monster with 12" cutter stack and 6" flanges using 7-tooth cam cutters in alloy steel, tungsten carbide mechanical seals with BUNA-N elastomers rated for 150 psi, green epoxy-coated gray iron end housings & scraper side rails, 29:1 speed reducer and 5hp XPNV 230-460v/3ph/60Hz immersible electric motor.
 - 700gpm flow rating
 - 11001b assembly
2. CONTROLLER ASSY - PC2200 Controller suitable for controlling this system. Scope of supply to include:
 - FRP enclosure (rated NEMA 4X) accepting 230 or 460v/3ph/60Hz input power, including magnetic motor starter for grinder, smart overload relay for grinder, jam-sensing current transformer for grinder, an Allen-Bradley Micro820 PLC.
 - O&M MANUALS HARD COPY
 - SHIPPING & HANDLING
3. O&M Manuals included - hard copy, qty 2.



This scope of work excludes the following items:

- Permits, fees, and/or stamped engineering documents.
- Overtime premiums or weekend work.
- No allowances have been included for snow removal and winter work.
- Offloading and/or storage of replacement parts if delivered when crew is not onsite.
- Assumes adequate lay down and access to work site.
- Installation of (non identified) piping, equipment supports and/or electrical.
- Lassen County to make all reasonable precautions to make safe work space.
- Hazardous material handling or disposal.
- No allowances have been made for Project Labor Agreements (PLA's) or similar requirements.
- Any work not specifically included.

2. Scope of Work

Lassen County Detention Center is having issues with the current Chicago sewer grinder consistently fowling/blinding. This is causing backups and a significant amount of man hours attempting to mitigate the effects of those failures. The following scope of work is to replace the existing system with a JWCE Muffin Monster Grinder with 6 inch flanges.

Scope of Work:

1. Mobilize once all parts are onsite for the project.
2. Bypass system flow with help of operators and maintenance personal and verify all valves are closed preventing process flow into working space.
3. Lockout the current Chicago control panel line power at the MCC.
4. Remove the line/load conduits from the old panel and set to the side out of the way (flex conduit).
5. Drain sewage left in line slowly and carefully and clean properly per Owners' recommendations
6. Remove the old panel and remove from working area.
7. Install new control panel in same location near old panel
8. If there is any damage to fasteners, conduit, or fittings they will be replaced.
9. Remove the current Chicago grinder flange fasteners and all associated mounting hardware before removing from the working space.
10. Safely lift new Muffin Monster Grinder from the shipping pallet to lift evenly and dry fit in place.
11. Make any piping or mounting adjustments before fixing the grinder into place per manufacturer recommendations.
12. Connect the load side of the grinder with existing wires and fittings.
13. If there is damage to fittings or conduit it will be replaced.
14. Connect the panel wires for both line and load.
15. Install any required jumpers if motor thermostat or remote permissive is not being utilized so the system will operate in auto correctly
16. Once all installation work has been completed begin the startup procedure for the grinder system
17. After startup is complete and the system has operated for 30 min without over heating or overloading complete associated paperwork from manufacturer.
18. Clean all work debris from site.
19. Remove all old components from the site and dispose of properly.
20. Demobilize

1. MISCOwater Collaborative Delivery Solutions



Furnish & Installation

Delivering working, integrated systems utilizing technologies that provide effective water treatment solutions

MISCOwater - is focused on applying the best water and wastewater treatment solutions to our industry's greatest water treatment challenges in partnership with you.

Provide municipalities a cost effective way to implement small to medium sized projects involving installation of new equipment or replacement/rehabilitation of existing equipment.

Complete projects faster than most project procurement mechanisms.

Provide owners with a Project Manager that is a single point-of-contact for successful project implementation.

Contract with manufacturers that use common design and engineering tools to minimize project costs.

Encourage owner participation in the selection of the installer/contractor to foster collaboration and partnership.

Include options for financing, system maintenance, and long-term support.

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MISCO

WATER

Collaborative Delivery Solutions



Project Proposal P051922JK_x0

Lassen County Sheriff's Dept.

Mike McGarva



Grinder Replacement Project

MISC



MISCOwater
California Contractor
License No. 794005

Prepared by: May 19, 2020
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