



# Request for City Council Action

## DEPARTMENT INFORMATION

ORIGINATING DEPARTMENT	REQUESTOR:	MEETING DATE:
Utilities	Utility Manager Neidermeier	January 26, 2026
PRESENTER(s)	REVIEWED BY:	ITEM #:
Consent	City Administrator/Finance Director Flaherty	3.13 – East WWTF Equipment

## STRATEGIC VISION

MEETS:	THE CITY OF OTSEGO:
	Is a strong organization that is committed to leading the community through innovative communication.
<b>X</b>	Has proactively expanded infrastructure to responsibly provide core services.
	Is committed to delivery of quality emergency service responsive to community needs and expectations in a cost-effective manner.
	Is a social community with diverse housing, service options, and employment opportunities.
	Is a distinctive, connected community known for its beauty and natural surroundings.

## AGENDA ITEM DETAILS

RECOMMENDATION:	
City staff recommend the City Council accept quotes and authorize equipment replacement and installation.	
ARE YOU SEEKING APPROVAL OF A CONTRACT?	IS A PUBLIC HEARING REQUIRED?
No	No
BACKGROUND/JUSTIFICATION:	
<p>The East WWTF Grit Classifier was installed in 2001 tasked with removal of grit and heavy inorganics to ensure downstream capacities and treatment processes are effective.</p> <p>Staff monitor the equipment’s health as the corrosive environment and material is at a critical state. The 2026 Utility Budget includes \$150,000 for equipment replacement to ensure treatment is maintained. The equipment has exceeded general life cycle replacement schedule of 15 years and has no redundancy alternate.</p> <p>Quotes were sought from vendors for equipment replacement. Staff recommend the equipment quoted by Great Northern Environmental as it is a more direct replacement of the current unit with 304 stainless materials for protection in the highly corrosive environment and direct drive auger system for \$85,800. Additionally, installation quotes were received with staff recommendation of MN Mechanical Solutions, Inc. for this project at \$22,140. Total projected cost is \$107,940 with lead time related to material and equipment of 28 weeks.</p> <p>The Public Works Subcommittee reviewed this item at their January 21, 2026, meeting and recommended consideration of approval by the City Council.</p>	
SUPPORTING DOCUMENTS ATTACHED:	
<ul style="list-style-type: none"> <li>• <b>Quotes – Equipment</b></li> <li>• <b>Quotes - Installation</b></li> </ul>	

**POSSIBLE MOTION**

PLEASE WORD MOTION AS YOU WOULD LIKE IT TO APPEAR IN THE MINUTES:

Motion to accept quotes and authorize East WWTF grit classifier equipment from Great Northern Environmental in the amount of \$85,800, and to authorize equipment installation from MN Mechanical Solutions, Inc. in the amount of \$22,140.

**BUDGET INFORMATION**

FUNDING:	BUDGETED:
Fund 602 – Sanitary Sewer Utility	Yes



# Equipment Proposal

GREAT NORTHERN ENVIRONMENTAL  
1300 Helmo Avenue North  
Oakdale, MN 55128  
(651) 289-9100

DATE: 01/07/2026  
JOB NAME: Otsego MN – Classifier Grit Replacement  
ATTN: Seth Wilkes, East Utility Supervisor  
13400 90<sup>th</sup> Street NE  
Otsego, MN 55330  
Phone: (763) 913-4066  
Email: Swilkes@otsegomn.gov

RE: **Grit Classifier Replacement**

In accordance with your request, GNE is pleased to offer the following Firm Price Proposal for the **Grit Classifier Replacement Project** as described below:

## Lakeside Type “W” Grit Classifier Replacement

### **One (1) Lakeside Type “W” Grit Cyclone-Classifier**

Capacity: 250 gal/min  
Grit Capacity: 30 cu-ft/hr  
Drive: 1.0HP  
Inlet/Outlet: 4”  
Overflow: 6”  
Drain Line: 2”  
Control Panel: Excluded  
Local Control Station: Excluded

Startup: Included  
Freight: Included

## **PRICING**

### **Lakeside Grit Classifier**

**\$85,800**

*Materials of Construction - 304SS*

*Adder for 316SS - \$9,800*

*Lead Time: 6-8 Weeks for Shop Drawings, 22-28 Weeks for Fabrication*



# Equipment Proposal

**GREAT NORTHERN ENVIRONMENTAL**  
1300 Helmo Avenue North  
Oakdale, MN 55128  
(651) 289-9100

**Proposed Payment Terms**

30% of Material Due upon Order Placement, Net 30 Days  
65% of Material Shipment, Net 30 Days  
5% of Material until Equipment Startup, Net 30 Days.

The pricing above includes freight and startup for each item. Pricing does not include any applicable sales tax.

Thank you for the opportunity and we look forward to working with you on the project.

Sincerely,

Matt Fritze, President  
Office: (651) 289-9100  
Cell: (952) 239-2264  
Email: [mfritze@gnenv.com](mailto:mfritze@gnenv.com)

Accepted By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PO#: \_\_\_\_\_

S.O. # \_\_\_\_\_  
EP-17

**APPROVAL SPECIFICATIONS**

**GRIT CLASSIFIER ASSEMBLY (TYPE W)**

**PROJECT LOCATION:** Otsego, MN.

**NUMBER OF UNITS:** One (1)      **SIZE:** 12" Diameter @ 12 RPM

Detail specifications each unit as follows:

**WASH TROUGH:** One (1) wash trough fabricated from 1/4" 304 S.S. plates complete with 304 S.S. removable Covers, adjustable weir, leg supports, 4" MNPT effluent pipe and a 2" drain line connection.

**DRIVE:** One (1) drive will consist of one (1) SM-Helical, Sumitomo, EHJYS-A6105-Y3-151 reducer. The gear reducer will be driven by a C-faced, 1750 RPM, 3-Phase, 60 HZ, 230/460 volt, ball bearing, continuous duty, totally enclosed, fan cooled, explosion proof, premium efficient, 1 HP motor with leads to a large conduit box.

**SPIRAL SCREW:** The 12" diameter, 304 S.S., spiral screw will consist of a 3" Dia. heavy duty 304 S.S. torque tube and thick helical flights welded to the torque tube. Field renewable, hardened Lincore weld, 1/2" wide will be provided on the leading face of the screw flights.

**GRIT CYCLONE:** One (1) Krebs cyclone Grit Separator, Model D10LB-S845-SDM to be installed at 22.5° The 4" inlet will be positioned horizontally and to the left when facing the apex. The overflow outlet will be 6" and a special pipefitting (by others) will be required to accommodate the 22.5° degree angle. There will be quick release toggle clamps to clear the apex and a 1 1/4" NPT diaphragm protected gauge on the inlet adapters. The cyclone will consist of a heavy-duty cast iron volute feed chamber with cylindrical and conical sections of steel. Each section of the cyclone will be completely lined and protected from the high velocity grit by a replaceable liner. The inlet and overflow connections will be made of 150 lb. ASA cast iron flanges. The cyclone vortex finder will be made of an abrasion-resistant alloy with an approximate hardness of 500 Brinnell and will have a minimum diameter of 4". A hinge and quick disconnect clamp will be provided between the apex assembly and lower cone section to allow removal of materials which may clog the apex. The 6" cyclone

overflow must be adequately vented (by others) to prevent siphoning.

**LOWER BEARING:**

One (1) external, grease lubricated, Gar-Max sleeve bearing, with primary and secondary seal protection and stainless steel housing.

**FASTENERS:**

The fasteners will be stainless steel.

**ANCHOR BOLTS:**

One (1) lot of 304 stainless steel adhesive bolts.

**CONTROL PANEL:**

All controls necessary for the fully automatic operation of the grit collection system will be provided.

The main control panel will include the following items:

- Fusible disconnect switch with door handle
- Control Transformer
- Full Voltage non-reversing motor starter
- Current monitor
- Cabinet heater with thermostat
- Transient voltage surge suppressor
- Circuit breaker, 3A
- Elapsed time meter
- Power on (white LED) pilot light
- Grit classifier running (green LED) pilot light
- Grit classifier overload shutdown (red LED) pilot light
- Grit classifier HAND-OFF-AUTO selector switch
- Reset/Cycle start pushbutton
- Emergency stop pushbutton
- Isolated contacts
- Phenolic nameplates
- 600 VAC terminal block
- UL508A label
- Enclosure: NEMA 4X stainless steel

**PAINTING:**

Stainless steel construction, no painting required.

Wire brush all weld areas to remove weld spatter. Brushes are stainless steel and are only on 304, 304L or 316 stainless steel.

All external non-wetted stainless steel is to be buffed out, glass bead blasted to a uniform finish, pressure washed, and passivate.

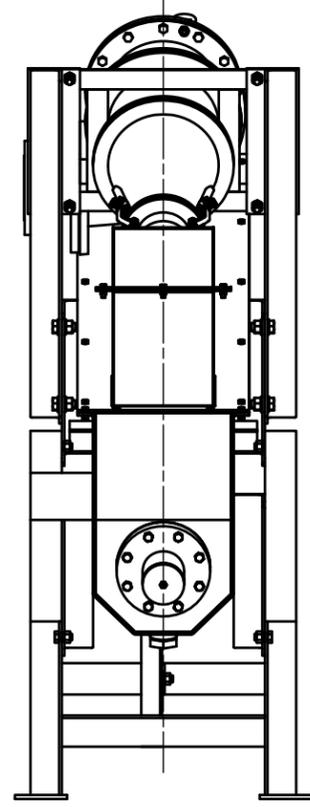
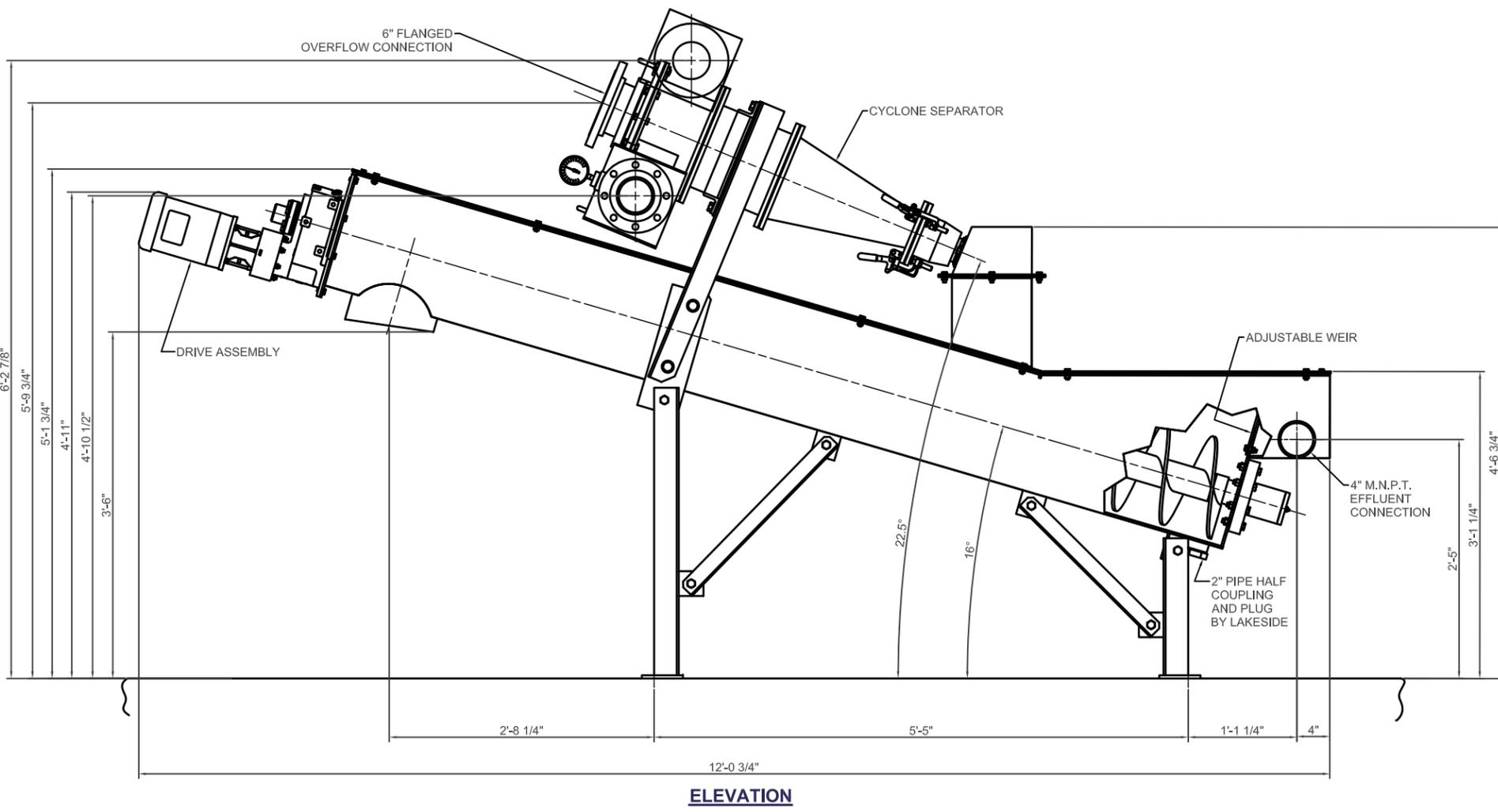
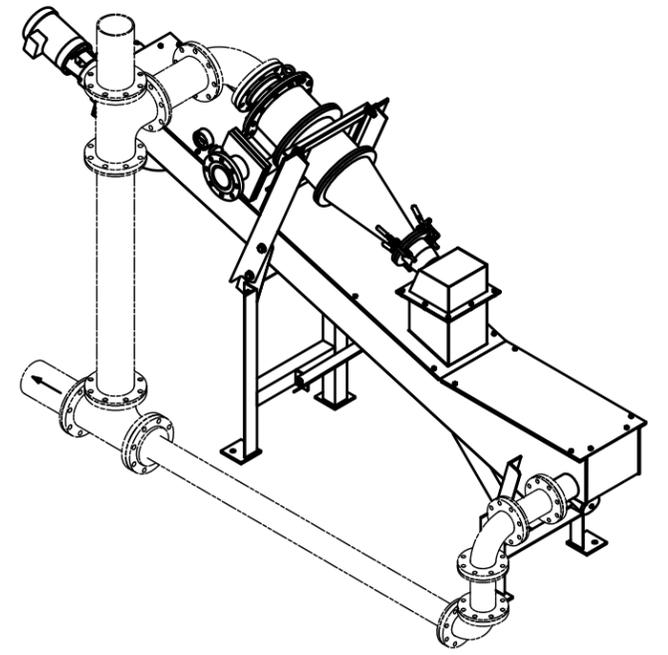
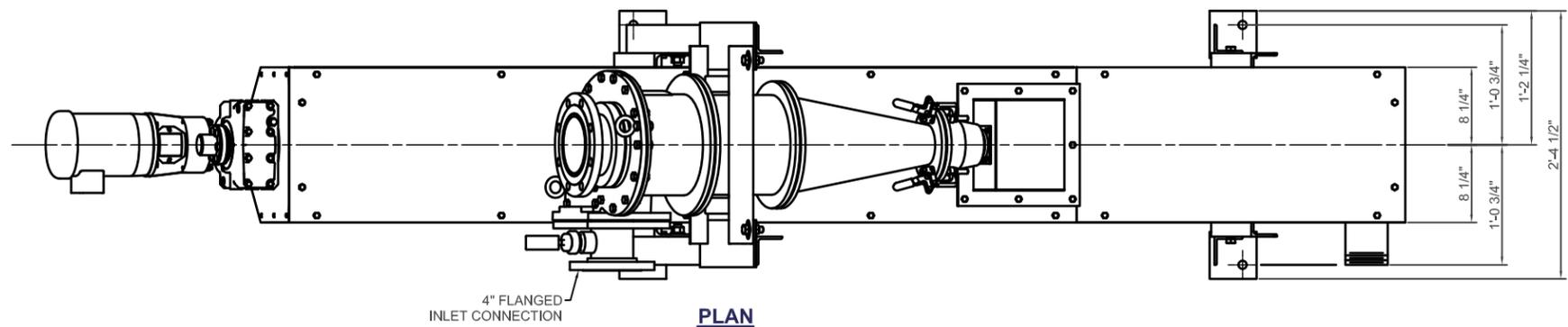
Electric motors, speed reducers and other self-contained or enclosed components shall receive one shop coat of lakeside Krylon blue after wire brush and solvent cleaning.

A rust preventative compound will be applied to all machined, polished, and ferrous surfaces that are not to be galvanized.

The Grit Classifier Assembly weighs 1,850 lbs.

**LAKESIDE EQUIPMENT CORPORATION**

MP / TH



<b>LAKESIDE</b> EQUIPMENT CORPORATION		PROJECT w/ CYCLONE SEPARATOR	
DRAWN S.Sosa		TITLE TYPE "W" GRIT CLASSIFIER	
CHECKED D		DATE 9/8/2005	DWG NO. D72973-S
REVISION	DATE	DR.	CHKD.
3	10-24-07	J.M.S.	
SCALE		SHEET	FILE NO.
		1	65

REVISION	DATE	DR.	CHKD.
3	10-24-07	J.M.S.	

PROJECT	w/ CYCLONE SEPARATOR
TITLE	TYPE "W" GRIT CLASSIFIER
DWG NO.	D72973-S
FILE NO.	65



## Quotation

18 Nov 2025

Vessco Inc.  
8217 Upland Circle  
Chanhassen, MN 55317

Quotation number: 2503013  
Revision:

Attn: Matt Madson

Project: Otsego, MN Grit System  
Your reference:

We thank you for your above referenced inquiry, and are pleased to submit our quotation for your consideration.

Please see the next page for a summary of our offer. Full details can be found in subsequent pages.

We hope you find our quotation in line with your requirements. However, if you have any questions, please do not hesitate to contact us.

Best regards,

Bill Pavao  
Trillium Pumps USA, Inc  
Email : [bill.pavao@trilliumflow.com](mailto:bill.pavao@trilliumflow.com)



### Quotation Summary

18 Nov 2025

Vessco Inc.  
8217 Upland Circle  
Chanhassen, MN 55317

Quotation number: 2503013  
Revision:

Attn: Matt Madson

Project: Otsego, MN Grit System  
Your reference:

Item number	Service	Size	Unit Price	Unit Freight	Qty	Extended Price
001	Grit Separation	12-FF-GE	\$ 76,559	\$ 1,084	1	\$ 77,643
Grand Total						\$ 77,643

**PUMP FEATURES:** All Trillium Pumps USA INC are designed to reduce maintenance costs through greater pump reliability and improved mean time between failure.

**SCOPE OF SUPPLY:** Only that material detailed in this quotation is being offered. No assumptions should be made that anything not specifically specified is included.

**QUALITY STANDARDS:** Trillium Pumps USA INC is an ISO 9001:2015 certified plant.

**PROPOSAL VALIDITY:** 30 days from the date of our proposal.

**PRICE:** Fixed and firm through delivery period.

**SHIPMENT:** Approximately 28-30 weeks after receipt of approved purchase order and/or final approval of submittal and drawings.

**START-UP:** Not included.

**TERMS AND CONDITIONS:** The Terms and Conditions of Sale attached hereto as Trillium Global Terms and Conditions of Sale (July 2022) ("these Terms") apply to the sale of goods and ancillary services (collectively, "Goods") by Seller to its customer (the "Buyer"). These Terms are the only terms and conditions, oral or written, applying to the sale of Goods to Buyer except for additional terms consistent with these Terms regarding prices, quantities, and the description of the Goods as set forth in an order form accepted by Seller ("Order"). Seller expressly rejects any additions to or modifications of these Terms, or terms and conditions in Buyer's purchase Order(s). Buyer's assent to these Terms is conclusively established by Buyer's: (i) issuance or placement of a purchase Order or (ii) acceptance of any of the Goods covered by these Terms.

**PAYMENT TERMS:** 100% Net 30 days (subject to credit approval). Purchase orders must be made out to Trillium Pumps USA INC.

## Customer Price Sheet

Customer	Vessco Inc.	Size / Stages	12-FF-GE / 1
Item number	001	Pump speed	0
Customer reference		Quote number	2503013

### Totals

		Lead Time Total	N/A
		Total unit weight	1,425.0 lb

### Pump

Qty	Description	Unit Price	Extended Price
1	<p><i>WEMCO Hydrogritter 12" Full Flare - Grit End</i></p> <p><b>Tank Options</b></p> <p><b>Tank Options</b></p> <ul style="list-style-type: none"> <li>Stainless steel tank</li> <li>Non air tight design</li> <li>Stainless steel hardware</li> <li>Standard tank support</li> <li>Stainless steel tank support</li> <li>No grit chute</li> </ul> <p><b>Spiral Options</b></p> <p><b>Spiral Options</b></p> <ul style="list-style-type: none"> <li>Fiberglass/polyethylene spiral guard</li> <li>Stainless steel spiral single pitch</li> <li>ARS wear shoes</li> <li>Stainless steel spiral hardware</li> <li>Spiral speed - 12 RPM</li> </ul> <p><b>Drive</b></p> <p><b>Drive Options</b></p> <ul style="list-style-type: none"> <li>Stainless steel driven assembly</li> <li>No torque limiter</li> <li>No zero speed sensor</li> <li>Belt driven</li> <li>Fiberglass/Polyethylene belt guard</li> </ul> <p><b>Sluice water</b></p> <p><b>Sluice Water Options</b></p> <ul style="list-style-type: none"> <li>Stainless steel sluice water valve</li> <li>120V</li> <li>NEMA 4 sluice water valve enclosure</li> </ul> <p><b>Wemclone</b></p> <p><b>Wemclone Configuration</b></p> <p><b>Wemclone quantity</b></p> <ul style="list-style-type: none"> <li>Single Wemclone</li> <li>1000C Wemclone (quantity of 1)</li> <li>Aluminum Wemclone</li> <li>Rubber Wemclone liner</li> <li>Stainless steel Wemclone hardware</li> <li>Stainless steel Wemclone support (single wemclone)</li> <li>Wemclone overflow piping -01 90 degrees (overflow arrangement A)</li> <li>Inlet arrangement C</li> <li>22.5 degree Wemclone</li> <li>Steel Wemclone pressure gauge (single wemclone)</li> <li>0-15 PSI Wemclone pressure gauge (single wemclone)</li> </ul>		

## Pump

Qty	Description	Unit Price	Extended Price
	<p><b>Feedbox</b></p> <p><b>Feedbox Options</b></p> <p>Center feedbox</p> <p>One stainless steel feedbox</p> <p><b>Motor</b></p> <p>1/2 HP 1800 RPM E-PACT Efficient 230V/460V TENV Severe Duty Motor</p> <p><b>Protective Coatings</b></p> <p><b>Paint type</b></p> <p>Paint Preparation: Standard paint preparation (clean and blast)</p> <p>Tank Exterior and Cyclone - Epoxy 2 Coat Paint - Blue (Prime and Top Coat) - Option #9A</p> <p>Tank Interior, Spiral and Wear Shoes - Coal Tar Epoxy Paint - Black - (Stainless is Uncoated) - Option #9</p> <p>Stainless steel parts on the Hydrogritter will not be painted</p> <p><b>Packing &amp; Shipping</b></p> <p><b>Shipping</b></p> <p>No Boxing</p> <p>Trillium Decision Carrier</p> <p><b>Freight Rates</b></p> <p>Freight Rates - Minnesota: Minnesota</p> <p><b>Documentation</b></p> <p>Submittal Review Period (weeks): 0</p> <p>Test Curve Review Period (weeks): 0</p> <p><b>Estimated Weights</b></p> <p>Tank: 745.0 lb</p> <p>Wemclone: 650.0 lb</p> <p>Driver: 30.00 lb</p> <p>Misc. Weight: 0.00 lb</p> <p>Misc. Weight: 0.00 lb</p> <p>Misc. Weight: 0.00 lb</p> <p>Total Per Unit Weight: 1,425.0 lb</p>		

## No Group

Qty	Description	Unit Price	Extended Price
1	<p>Flow Rate/per cyclone 220GPM: 220.0 USgpm</p> <p>Inlet Pressure 5PSI: 5.00 psi.g</p>		

### Construction Datasheet

Customer : Vessco Inc.	Quote Number : 2503013
Project :	Model / Size : WEMCO Hydrogritter 12" Full Flare - Grit End
Item number : 001	Stages : 1
Service : Grit Separation	Pump speed : 0
Quantity of pumps : 1	Date last saved : 18 Nov 2025 7:54 AM

Construction					Driver Information	
--------------	--	--	--	--	--------------------	--

Nozzle	Size	Rating (ANSI)	Face	Pos'n	
Suction	0 in	-	-	Left	Manufacturer : Trillium Pumps USA Choice
Discharge	0 in	-	-	Right	Power : 0.50 hp

Wemclone Number : Single Wemclone	Speed : 1800
Wemclone Size : 1000C Wemclone	Orientation / Mounting : Horizontal/Foot
Vortex Finder Size : 4"	Driver type : Squirrel Cage
Inlet Size : 4" inlet	Frame-size : 56
Overflow Size : 6" overflow	Enclosure : TENV
Apex Size : 2" apex	Hazardous area class : N/A

Materials		Explosion rating	
-----------	--	------------------	--

Tank : Stainless Steel	Volts / Phase / Hz : 460/3/60
Spiral : Stainless Steel	Insulation : Class F
Spiral Guard : Fiberglass	Temperature Rise : B
Driven Assembly : Stainless Steel	Motor mounted by : Trillium Pumps USA
Wemclone Material : Aluminum	
Wemclone Liner : Rubber	

Materials (continued)		Accessories	
-----------------------	--	-------------	--

Tank Support : Stainless steel	Torque Limiter : No torque limiter
Wemclone Support : Stainless steel	Zero Speed : -
Wear Shoes : ARS	Manufacturer : -
Belt Guard : Fiberglass	Gland Material : -
- : -	Seal Face Mat'l : -
	Throat Bushing : N/A

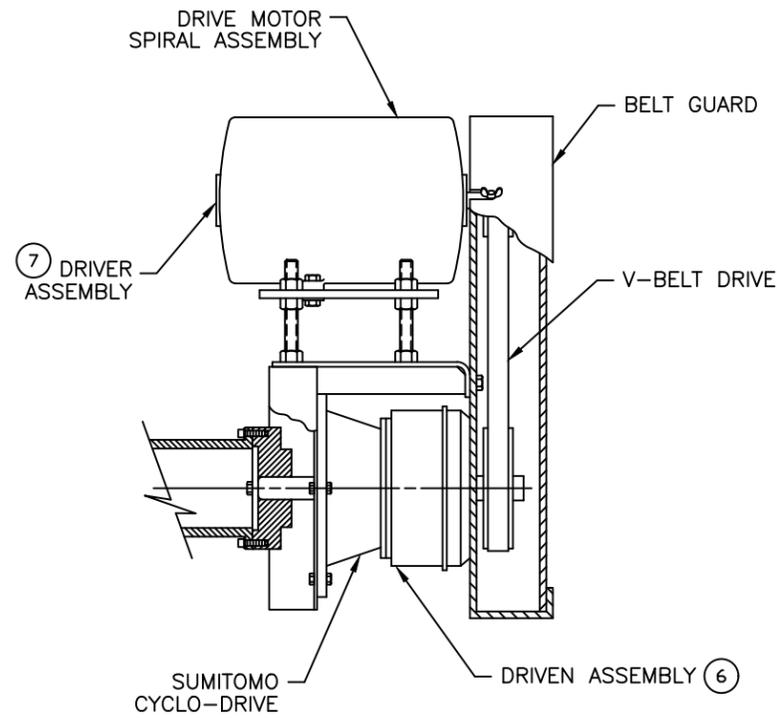
Weights (Approx.)		Seal Flush	
-------------------	--	------------	--

Bareshaft pump : 745.0 lb	Seal Flush Plan : -
Baseplate : 650.0 lb	Seal Flush Construction : -
Driver : 30.00 lb	
Total weight : 1,425.0 lb	

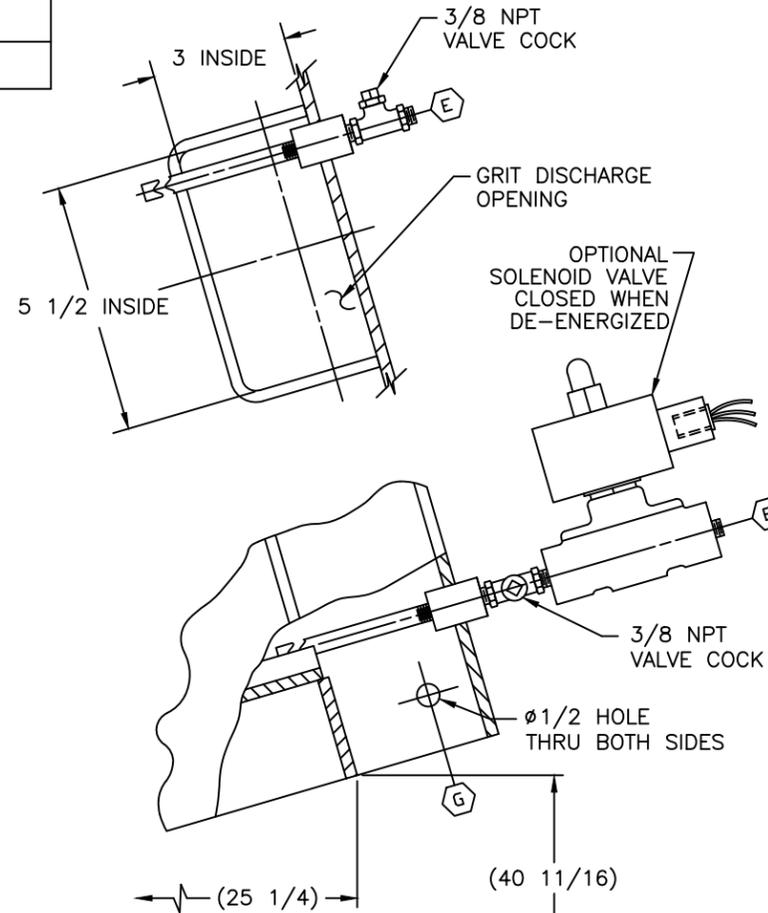
# NOZZLE SCHEDULE

SYMBOL	QTY.	SIZE	RATING	TYPE	SERVICE/NOTE
(A)	1	6"	CLASS 125	FLAT FACE	OVERFLOW CONNECTION (1)
(B)	1	4"	CLASS 125	FLAT FACE	INLET CONNECTION
(C)	1	2 1/2"	SCH 40	NPTF	TANK OVERFLOW
(D)	1	2"	SCH 40	NPTF	TANK DRAIN (PLUGGED)
(E)	1	3/8"	SCH 40	NPTM	SLUICE WATER WASH, 3/8" NPT
(F)	1	1"	3000PSI	NPTF	POSSIBLE VENT (PLUGGED)
(G)	1	3x5 1/2	---	RECT.	GRIT DISCHARGE OPENING

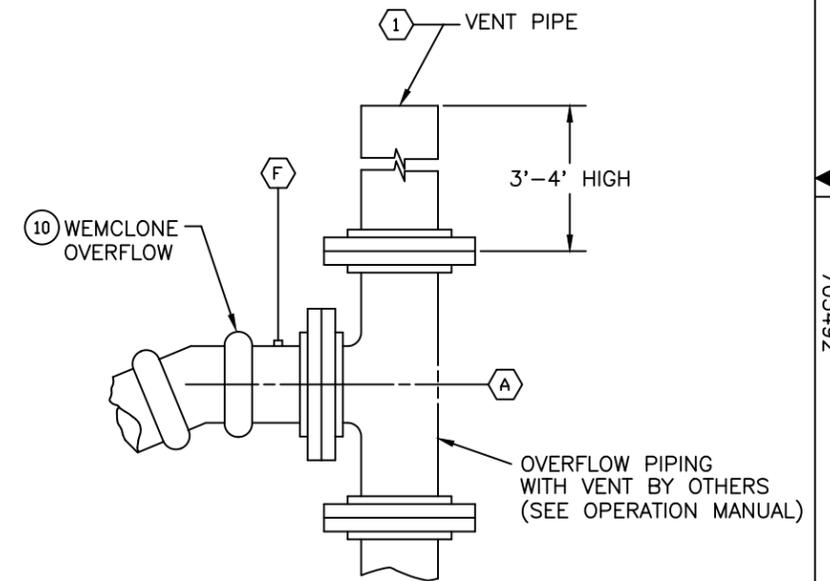
ITEM NO.	DESCRIPTION
1	WELDMNT, TANK - 12" FULL FLARE
2	PLUG, DRAIN - 2" NPT
3	SPIRAL ASSEMBLY - SINGLE OR DOUBLE RIBBON
4	WEIR BAR
5	LIFTING DEVICE ASSEMBLY
6	DRIVEN ASSEMBLY
7	DRIVER ASSEMBLY
8	TANK SUPPORT ASSEMBLY
9	SLUICE WATER ASSEMBLY
10	WEMCLONE PIPING ARRANGEMENT
11	WEMCLONE ASSEMBLY
12	WEMCLONE PIPING GAUGE ASSEMBLY
13	FEEDBOX ASSEMBLY
14	SPIRAL GUARD ASSEMBLY
15	WEMCLONE SUPPORT ASSEMBLY
17	DECAL KIT



**DETAIL A**  
DRIVEN & DRIVER ASSEMBLIES  
(N.T.S.)



**DETAIL B**  
CLEAN OR FILTERED EFFLUENT  
SLUICE WATER WASH  
(N.T.S.)



**VENT DETAIL**  
(N.T.S.)

APPROXIMATE WEIGHTS	
12" FULL FLARE TANK	510 LB
WATER	336 LB
SPIRAL, SINGLE RIBBON	235 LB
WEMCLONE 1000C WITH WATER	450 LB
WEMCLONE SUPPORT	55 LB
TOTAL OPERATING WEIGHTS	
SINGLE RIBBON ASS'Y	1586 LB TOTAL
ADD FOR DOUBLE RIBBON	138 LB
DOUBLE RIBBON ASS'Y	1724 LB TOTAL

**NOTES:**

- (1) GRIT FREE DISCHARGE FROM CYCLONE AND TANK MUST BE VENTED BY OTHERS. (SEE DETAIL)
- SPIRAL COVERS AND BELT GUARD MUST BE IN PLACE BEFORE OPERATING THE MACHINE.

THIS DRAWING CONTAINS CONFIDENTIAL INFORMATION AND IS THE EXCLUSIVE PROPERTY OF TRILLIUM PUMPS USA SLC LLC. IT MAY NOT BE COPIED OR REPRODUCED IN ANY FORM WITHOUT THE EXPRESS WRITTEN AUTHORITY OF TRILLIUM PUMPS USA SLC LLC.

NO.	BY	DATE	CHK'D	LCL ECH	INT'L ECH	DESCRIPTION
1	ens	07/11	CCS	-	-	NEW ISSUE
1	CAL	05/15	CCS	-	-	REVISED BORDER

CERTIFIED FOR CONSTRUCTION	DWG. NO.	DESCRIPTION
DATE: _____	707722	FINAL ASS'Y STRAIGHT TANK
BY: _____	78228	FINAL ASS'Y MADE FROM

CUSTOMER	USER	SERIAL NO.

CUSTOMER ORDER NUMBER	EPS SALES SHEET NO.

DRAWN BY	DATE
ens	11JUL11
CHECKED	DATE
CCS	7/13/11
APPROVED	DATE
CCS	7/13/11

**TRILLIUM**  
FLOW TECHNOLOGIES

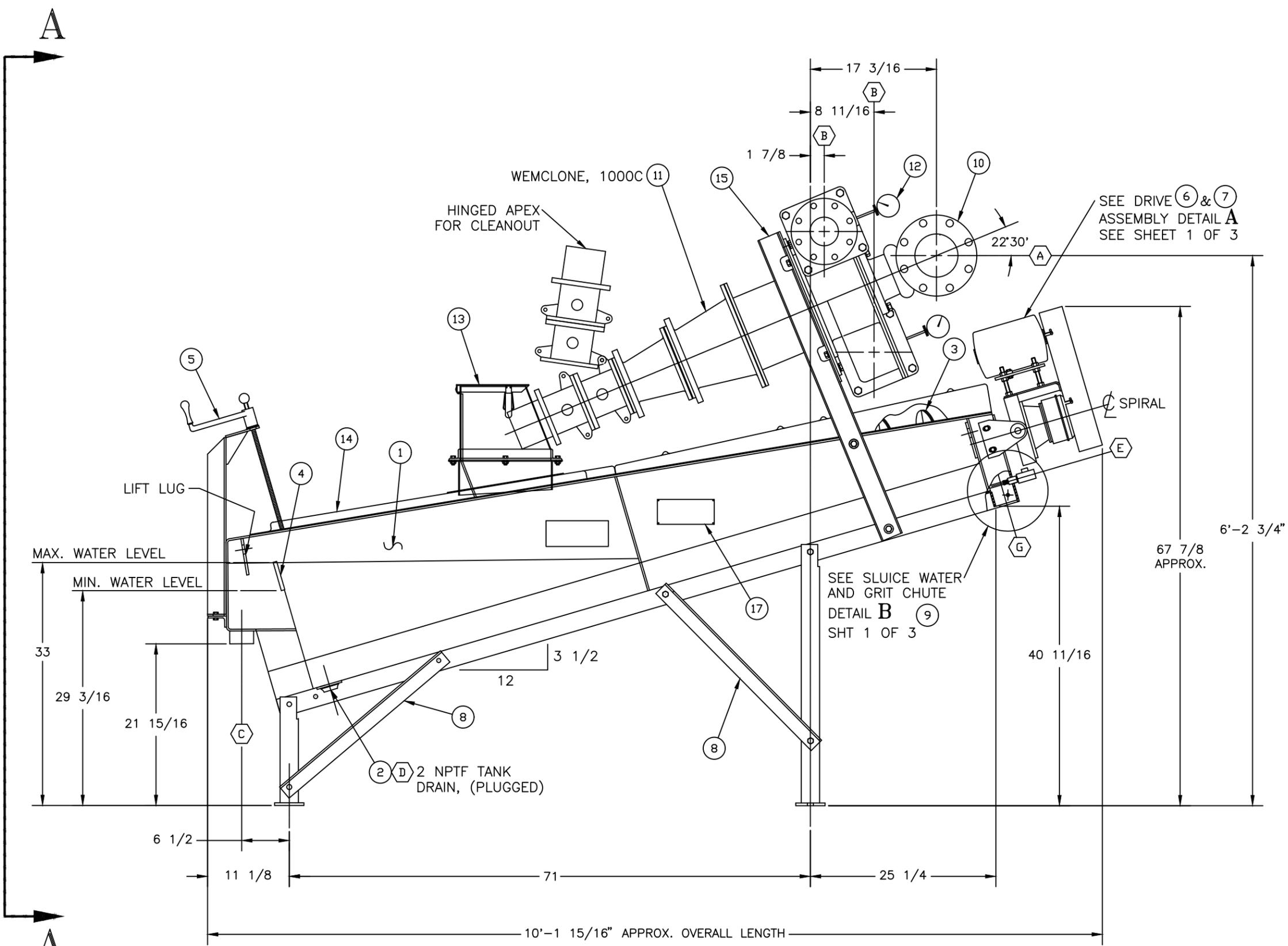
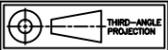
**WEMCO**  
**ROTO-JET**

FINAL ASSEMBLY  
GRIT END MOUNTED 1000C WEMCLONE  
ARRANGEMENT 'A', 'B', 'C', 'D'  
FULL FLARE TANK  
12" HYDROGRITTER

CAD NO. 705492-1    SHEET 1 OF 4    CODE NO. /    REVISION **1**

SCALE: 1:1    SIZE: **D**    DWG NO. **705492**

DRAWING NO. 705492

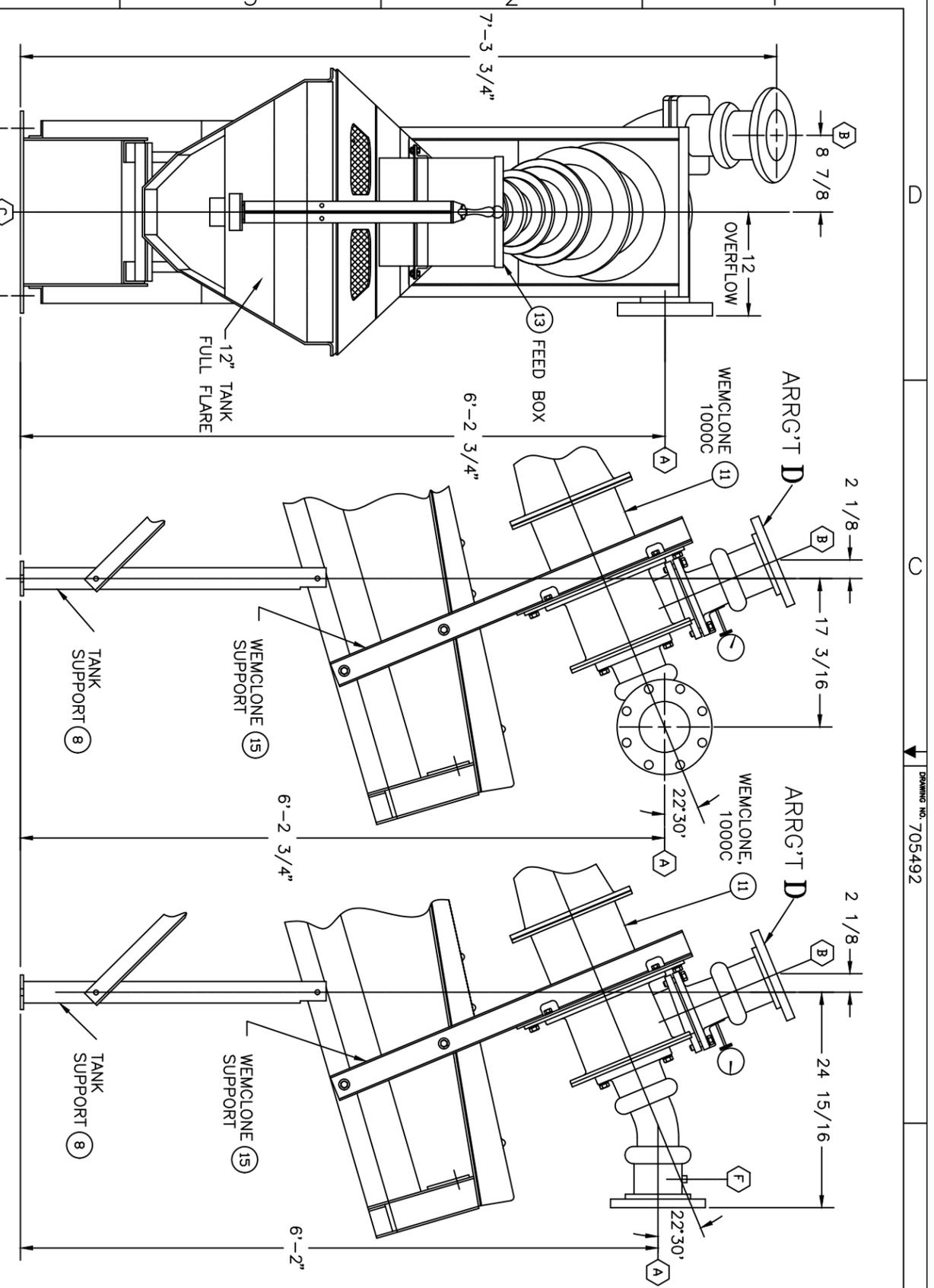


SHEET 3 OF 3

12" HYDROGRITTER WITH  
GRIT END MOUNTED 1000C WEMCLONE

		<b>WEMCO® ROTO-JET®</b>	
<small>THIS DRAWING CONTAINS CONFIDENTIAL INFORMATION AND IS THE EXCLUSIVE PROPERTY OF TRILLIUM PUMPS USA SLC LLC. IT MAY NOT BE COPIED OR REPRODUCED IN ANY FORM WITHOUT THE EXPRESS WRITTEN AUTHORITY OF TRILLIUM PUMPS USA SLC LLC.</small>			
<small>COPYRIGHT 2019 TRILLIUM PUMPS USA SLC LLC ALL RIGHTS RESERVED.</small>			
<small>CAD NO. 705492-2</small>		<small>SHEET 2 OF 4</small>	
<small>SCALE</small> 9:64	<small>SIZE</small> <b>D</b>	<small>705492</small>	<small>REVISION</small> <b>1</b>
<small>CHG</small>			

DRAWING NO. 705492

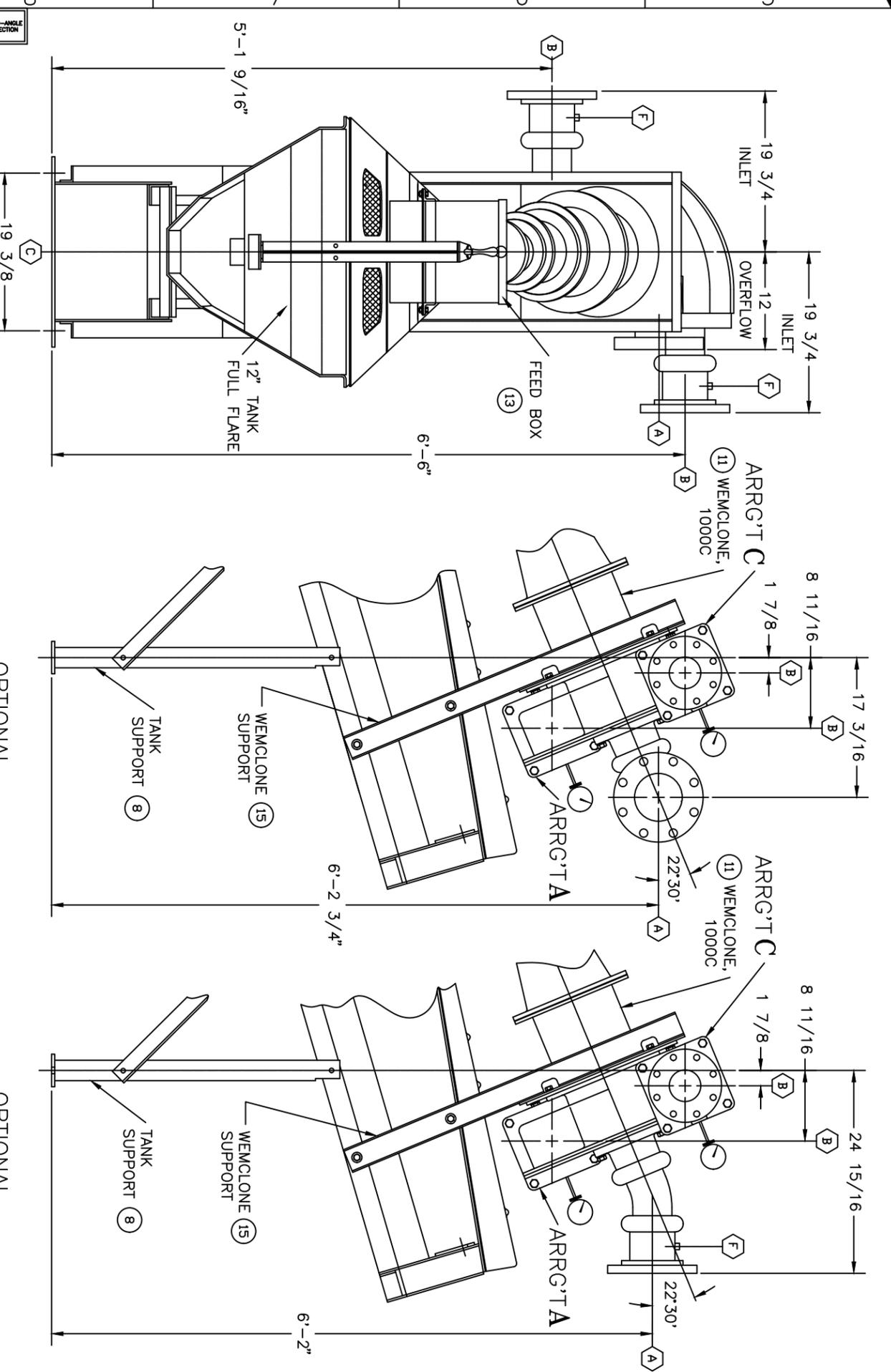


INLET ARRANGEMENT 'D'

OPTIONAL OVERFLOW ASSEMBLY -01

OPTIONAL OVERFLOW ASSEMBLY -03

VIEW A-A



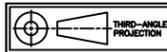
INLET ARRANG'TS 'A' & 'C'

OPTIONAL OVERFLOW ASSEMBLY -01

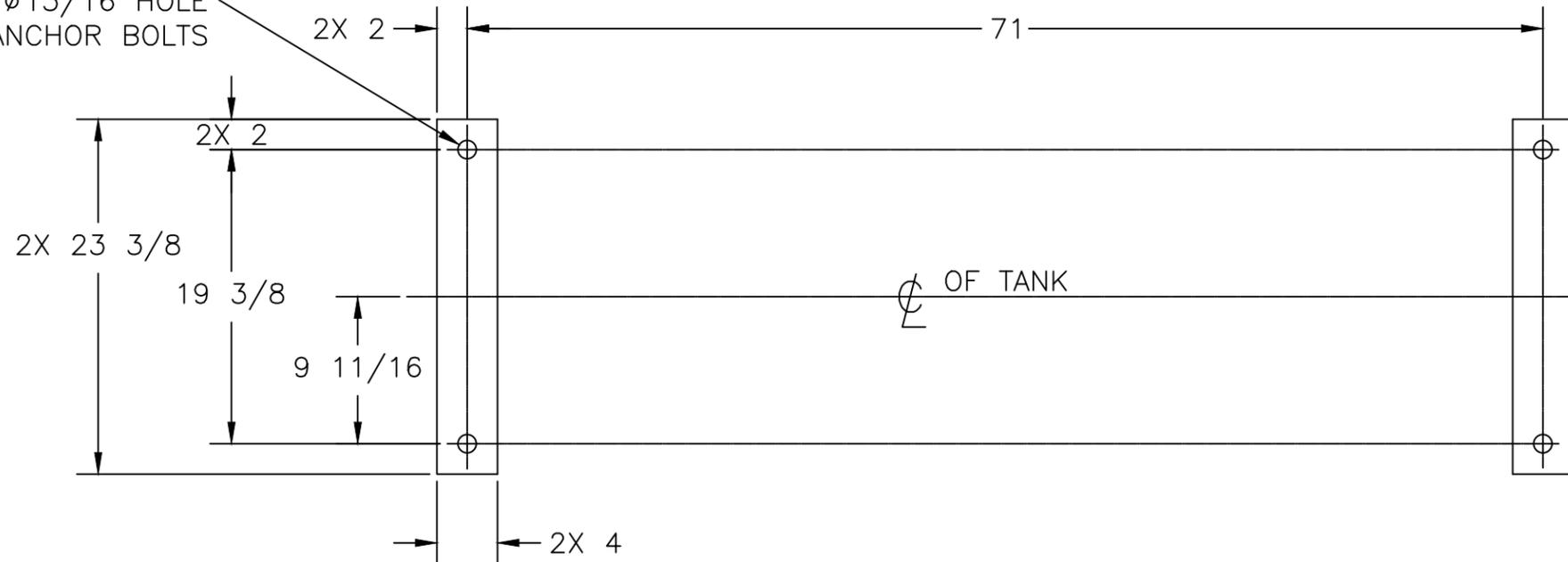
OPTIONAL OVERFLOW ASSEMBLY -03

VIEW A-A

<b>TRILLIUM</b> FLOW TECHNOLOGIES		<b>WEMCO</b> ROTO-JET	
THIS DRAWING CONTAINS CONFIDENTIAL INFORMATION AND IS THE EXCLUSIVE PROPERTY OF TRILLIUM PUMPS USA SLC LLC. IT MAY NOT BE COPIED OR REPRODUCED IN ANY FORM WITHOUT THE EXPRESS WRITTEN AUTHORITY OF TRILLIUM PUMPS USA SLC LLC.			
COPYRIGHT 2019 TRILLIUM PUMPS USA SLC LLC ALL RIGHTS RESERVED.			
CAD NO. 705492-3	SHEET 3 OF 4		REVISION
SCALE 1:8	SIZE <b>D</b>	705492	<b>1</b>
CHG			



4X  $\phi 13/16$  HOLE  
FOR ANCHOR BOLTS



ANCHOR BOLT PLAN VIEW

DRAWING NO. 705492



**WEMCO**  
**ROTO-JET**

THIS DRAWING CONTAINS CONFIDENTIAL INFORMATION AND IS THE EXCLUSIVE PROPERTY OF TRILLIUM PUMPS USA SLC LLC. IT MAY NOT BE COPIED OR REPRODUCED IN ANY FORM WITHOUT THE EXPRESS WRITTEN AUTHORITY OF TRILLIUM PUMPS USA SLC LLC.

COPYRIGHT 2019 TRILLIUM PUMPS USA SLC LLC ALL RIGHTS RESERVED.

CAD NO. 705492-4 SHEET 4 OF 4

SCALE 3:16	SIZE D	705492	REVISION 1
---------------	-----------	--------	---------------

CHG

**TERMS AND CONDITIONS OF PURCHASE**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In the Contract the following definitions apply as well as any definitions defined locally within these Terms and Conditions or the applicable Purchase Order:

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by or is under common control with, another entity;

**"Client"** means the person or entity purchasing the Goods and/or Services from Trillium;

**"Contract"** means these Terms and Conditions and the applicable Purchase Order;

**"Force Majeure"** means an event or sequence of events beyond a party's reasonable control, preventing or delaying that party from performing its obligations under the Contract, including: (a) an act of God, fire, flood, lightning, earthquake or other natural disaster, or pandemic; (b) any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown; (c) war, riot or civil unrest; (d) interruption or failure of supplies of power, fuel, water, transport, equipment, telecommunications service, or material required for performance of the Contract; or (e) strike, lockout or boycott or other industrial action including those involving Trillium or its workforce;

**"Goods"** means all goods, products and ancillary equipment and spare parts specified in the applicable Purchase Order;

**"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, rights in Confidential Information, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world;

**"Laws"** mean all federal, state, provincial, or local laws, statutes, rules, orders, regulations, ordinances, codes, decrees, judgements, writs, injunctions, directives or interpretations adopted, enacted, issued, promulgated, or ratified by any governmental authority and having the force of law, and having jurisdiction over the parties in relation to the Contract;

**"Price"** means the price payable by Trillium to the Seller for the applicable Goods and/or Services;

**"Purchase Order"** means any purchase order placed by Trillium that sets out details of the Goods and/or Services that are to be provided by Seller to Trillium in accordance with these Terms and Conditions, including the documents containing (i) the description of the Goods and/or Services and/or the scope of work of the Supplier, (ii) the list of technical specifications applicable to the Contract, and related exceptions, (iii) the procedures related to quality control of the Goods and/or Services, (iv) the documents requested in relation to the scope of work, such as certificates of origin, etc., and (v) the list of any additional technical documentation and information applicable to the Contract, including designs, specifications, and samples, if any;

**"Seller"** or **"Supplier"** means the person or entity to whom Trillium's Purchase Order is issued;

**"Seller Personnel"** means all employees, directors, officers, and Sub-Suppliers of Seller who are engaged in the performance of Seller's obligations under the Contract from time to time;

**"Services"** means the services set out in the Purchase Order that are to be performed by Seller or by the Sub-Suppliers, as the case may be;

**"Site"** means the address of the place where the Services are to be performed, as specified in the Purchase Order;

**"Sub-Supplier"** means any agent, sub-contractor or other third party engaged by Seller in relation to the provision of the Goods and/or Services;

**"Terms and Conditions"** means these terms and conditions of purchase in relation to the applicable Contract;

**"Trillium"** means the Trillium entity specified in the Purchase Order that purchases the Goods and/or Services from the Seller, and such Trillium entity's successors, assigns and Clients;

**"Trillium Indemnitees"** means Trillium and its Affiliates, its and their respective shareholders, directors, officers, employees, contractors, subcontractors, agents and representatives.

1.2 The parties agree that: (a) the headings to the clauses in these Terms and Conditions are inserted for convenience of reference and shall not affect their interpretation; (b) in case of any conflict or inconsistency between these Terms and Conditions and the terms of the Purchase Order, the terms of the Purchase Order shall prevail; and (c) English shall be the language of the Contract, and all communications, written or oral, and documents under the Contract shall be in the English language unless otherwise stated elsewhere in the Contract.

**2. APPLICABILITY, CONTRACT FORMATION AND CHANGES**

2.1 **Applicability.** These Terms and Conditions apply to all orders for Goods and/or Services placed by Trillium pursuant to a Purchase Order. Unless expressly agreed in writing by Trillium, any terms or conditions contained in a quotation or any other documents provided by Seller shall not apply to any Goods or Services purchased by Trillium and shall not bind Trillium, and Trillium explicitly rejects any such terms or conditions.

2.2 **Contract Formation.** Processing of any Purchase Order or delivery by the Seller shall of itself constitute acceptance of the Contract where acceptance shall not previously have been communicated to Trillium. The Contract shall continue until each party's obligations are completed in accordance with the terms of the Contract, unless terminated earlier in accordance with the terms of the Contract (the **"Term"**).

2.3 **Changes.** Trillium may at any time request changes, amendments or modifications as to the amount, scope and/or nature of the Goods and/or Services covered by a Purchase Order via a written notice to Seller. Within five (5) days of receipt of such notice (or sooner if requested by Trillium), Seller shall advise Trillium of the effect of such change(s) on the Price, delivery dates or other obligations of Seller under or in connection with the Contract. Seller shall provide reasonable assistance to Trillium to allow Trillium to evaluate the effect of the changes as advised by Seller. During this period, unless otherwise agreed to in writing by Trillium, Seller shall not delay delivery of the Goods and/or performance of the Services. If Trillium intends to proceed with the proposed amendments or modifications to the Purchase Order following Seller's advice, Trillium shall provide written instruction to proceed with the change(s) confirming the scope of the alteration(s) required by Trillium and any agreed changes to the Price, delivery date(s) or other affected terms of the Contract. Seller's failure to advise Trillium of the effect of the proposed modifications on the Price, delivery date(s) or any other obligations under the Contract, as required under this Clause 2.3, shall be deemed as confirmation that all terms of the Contract remain unchanged. If Trillium and Seller are unable to agree on any applicable changes to the terms of the Purchase Order due to the proposed alteration(s) as stated in this Clause 2.3, then Seller shall, if directed by Trillium, nevertheless proceed to perform such alterations and/or changed works (if technically feasible) until agreement on the applicable changes can be reached.

3. **PRICE.** Unless otherwise agreed in writing, all Prices are fixed and not subject to escalation or surcharges, including but not limited to increase in costs due to tariffs, duties, or other governmental charges, and any tax for which Seller is accountable. No increase in Price will be allowed unless approved by Trillium in writing. Where applicable, Trillium shall have the right at any time to withhold or set-off against amounts owed to the Seller any amounts which are due or are reasonably expected to become due to Trillium under this or any other Contract. Seller must submit the final invoice within seven (7) days of the completion of its obligations under the Contract.

**4. DELIVERY OF GOODS AND DOCUMENTATION**

4.1 **Delivery.** All stipulations made by Trillium as to specification of the Goods, or as to quality, fitness, quantity or time for delivery will be essential conditions. Unless otherwise agreed in writing by Trillium, the Goods may not be delivered by installments and Seller may not apply for progress payments in respect or on account of the supply of Goods. The Goods must be delivered free at the destination indicated in the Purchase Order, unless otherwise agreed between the parties. Trillium reserves the right to refuse to pay for any Goods delivered in excess of the quantity ordered or not in accordance with any delivery schedule referred to in the Contract. Seller will be liable to Trillium for any loss or damage resulting directly or indirectly from a failure to deliver by a specific date. Seller shall be responsible for delivery of Goods as stated in the Purchase Order in accordance with Incoterms 2020 and any subsequent amendments, unless stated otherwise.

4.2 **Documentation.** Goods will not be accepted unless accompanied by a delivery docket or packing slip showing Trillium's order number, part number, part name and quantity. Invoices clearly showing Trillium's order number, details of the Goods delivered, contents of each consignment against separate consignment numbers and the Price and all discounts allowable must be supplied to Trillium together with all certifications (if any) specified in the Purchase Order.

**5. HAZARDOUS SUBSTANCES**

5.1 Seller will mark any Goods containing hazardous substances with the product name and in accordance with applicable Internationally Harmonized System for Classification and Labelling of Chemicals (GHS) pictograms (and any required local markings).

5.2 The transport and all other documents will include a declaration of danger and will also indicate the name of the hazardous material in accordance with GHS standards.

5.3 Goods containing hazardous substances will be accompanied by emergency information in English in the form of written instructions, indications and/or markings.

5.4 Seller will provide Safety Data Sheets in accordance with GHS standards and communicate in a timely manner any available information regarding potential and actual dangers during transportation, movement and use of all hazardous substances.

**6. INSPECTION, TITLE AND RISK**

6.1 All Goods delivered to Trillium are subject to Trillium's and/or Trillium's Client's inspection and/or testing after arrival and unpacking at the ultimate destination. The signing of a delivery document or the payment by Trillium of the whole or any part of the Price does not constitute acceptance of the Goods. If the Goods are to be incorporated into any plant or premises, such inspection and testing may be carried out after installation or incorporation and under operating conditions.

6.2 If the Goods are found to be unsatisfactory, defective or of inferior quality or workmanship or not in accordance with these Terms and Conditions, Trillium may, without prejudice to any other right or remedy available to it in respect of the same, reject the Goods and return them to the Seller at the Seller's cost and expense, whereupon the Seller must, upon demand by Trillium, reimburse Trillium for any amount paid by Trillium to the Seller and for the costs and expenses incurred by Trillium in so returning the Goods.

6.3 Trillium also reserves the right to expedite, inspect, and where applicable, test the Goods while they are in the course of being produced or installed and may for this purpose enter upon the premises of Seller from time to time. Trillium may reject any work performed or being performed that does not conform to the Purchase Order, whereupon the work rejected must be rectified at no additional expense to Trillium. Any such inspection will not relieve Seller of any of its obligations under the Contract.

6.4 Inspection by Trillium and/or Trillium's Client and completion of Trillium's quality assurance plan (if applicable) will not absolve Seller of any liability for poor workmanship.

6.5 Except in respect of Goods rejected by Trillium, title to Goods will pass upon delivery or upon payment of any part of the Price, if earlier, whether delivered or not.

6.6 In the case of undelivered Goods, the risk of loss or damage will remain with the Seller.

**7. PERFORMANCE OF THE SERVICES.** It is a fundamental condition of the Purchase Order that the Services shall be performed at the date(s), in the sequence and at the Site(s) specified in the Purchase Order and all Services performed or supplied by the Seller will remain at Seller's sole risk until accepted by Trillium. Trillium or Trillium's Client may inspect the Services at any time while they are in the course of being performed. Trillium and/or Trillium's Client may reject any work performed or being performed that does not conform to the Purchase Order, whereupon the work rejected must be re-performed at no additional expense to Trillium. Any such inspection will not relieve Seller of any of its obligations under the Contract.

**8. ISSUED MATERIALS**

8.1 Where Trillium is to issue materials to Seller in accordance with the Contract and any specifications referenced thereto for use or incorporation in the Goods (**"Issued Materials"**), Seller will (at its own cost) inspect the Issued Materials and carry out such tests as are reasonably practicable or are specified in the Contract to satisfy itself as to the suitability of the Issued Materials. Trillium is not liable for any defect in the Issued Materials which such inspection or testing would have revealed. Where such inspection or testing by the Seller reveals a defect in the Issued Materials, Seller must immediately notify Trillium and Trillium will provide a replacement within a reasonable period.

8.2 Issued Materials remain the property of Trillium and must only be used by the Seller for the purpose of the Goods. The Seller shall indemnify Trillium from any costs, charges or expenses arising from any damage or defect caused to or arising from the Seller's use of the Issued Materials. Seller shall be liable for the immediate replacement of any Issued Materials which are damaged beyond reasonable repair or use whilst in the Seller's care and control.

8.3 Issued Materials belonging to Trillium that are held in the care and possession of the Seller must be held solely for the purposes of the Contract and shall not be within the ownership or disposition of the Seller. Seller



- must ensure that no lien, charge or other security interest is created over such Issued Materials while in its possession or otherwise under its control. Trillium reserves its rights in respect of all of the Issued Material and Seller must not make any sample of the whole or any portion or description of any of the Issued Materials in any material form or allow any of the Issued Materials or details of such to be made available or divulged to any third party without the prior written consent of Trillium.
- 8.4 Unless otherwise stated in the Contract all scrap remains the property of Trillium. Seller shall account to Trillium for any scrap or excessive wastage of, or unused, Issued Materials as Trillium may reasonably require.
- 9. WARRANTIES**
- 9.1 **Warranty.** Seller expressly warrants that: (a) the Goods and/or Services will strictly comply with any specifications, representations and with any sample previously supplied by Seller, and any other requirements specified by Trillium and otherwise be in accordance with the Contract; (b) the Services will be rendered in a good and workmanlike manner, with due care, skill and diligence and in accordance with good industry practices and any materials supplied in connection with such Services will be fit for the purpose stated in the Contract; (c) Seller Personnel is properly trained and experienced to perform the Services safely and efficiently; (d) the Goods will, unless otherwise specified in the Contract, be new; and (e) Seller has a right to sell the Goods and the Goods will be free from all charges, liens or encumbrances whatsoever.
- 9.2 **Remedy for Defective Goods.** If, within 12 months of placing the Goods into service or 18 months after the date of delivery (or other agreed guarantee period) whichever occurs first, Trillium gives notice to Seller of any defect in the Goods, Seller must at its own expense repair or replace the Goods so as to remedy the defect(s). This provision will apply to any Goods repaired or replaced until the end of the period equal to the guarantee period from the date of repair or replacement. This will be in addition to any warranty implied by Law. Seller will also be liable for all direct costs associated with the repair and/or replacement of the Goods referred to in this Clause 9.2 including removal, disassembly transport, and reinstallation. In the event Seller fails to proceed diligently to so replace or repair within a reasonable time after receipt of the notice referred to in this Clause 9.2, Trillium or the Client may undertake or complete such replacement or repair at Seller's risk, cost and expense.
- 9.3 **Remedy for Defective Services.** If within 12 months after the date the Services are completed (or other agreed guarantee period), Trillium gives notice to Seller of a defect or other deficiency in the Services, Seller agrees to correct, at its own cost, all defects or other deficiencies in the Services, including, costs of repair, removal, reinstallation, new material, labor and equipment attributable to the acts or omissions of Seller or Seller Personnel or failure by Seller to comply with any obligation expressed or implied herein (the "Warranty Work"). If following Trillium's request for Warranty Work, there is a delay by Seller to commence Warranty Work within the time period requested by Trillium and such delay would cause monetary damages to Trillium, Trillium may, at its sole option, immediately proceed to perform such Warranty Work itself or through other contractors or subcontractors and recover from Seller the total cost to Trillium therefor or deduct the same from any monies due or which become due to Seller. If no sums or if insufficient sums are available for full set-off by Trillium, then Seller, upon receipt of Trillium's written notice of Seller's obligations hereunder, shall promptly remit to Trillium all sums due and owing pursuant to the terms of this Clause 9.3.
- 9.4 Seller shall provide twelve (12) months advance notice to Trillium prior to Seller ceasing production of any Goods or spare parts and Seller shall provide Trillium with all manufacturing information and drawings to enable Trillium to manufacture such Goods or spare parts after Seller ceases production.
- 9.5 If requested by Trillium, for the duration of Trillium's contractual obligations to its Client(s), each aspect of the prices, warranties, benefits and other terms being provided under this Contract are and will remain at least equal to the terms that have been offered and/or will be offered by Seller to its other customers. If Seller has provided or will provide better terms than those provided to Trillium hereunder, this Contract will be deemed appropriately amended to provide such terms to Trillium. Seller shall promptly provide Trillium with any refunds, credits, or benefits thereby created.
- 10. INDEMNITY AND INSURANCE**
- 10.1 Seller shall defend, indemnify and hold the Trillium Indemnitees harmless against all loss, liability, damage, costs, actions, demands, expenses and suits whatsoever (including in the case of litigation legal costs and disbursements) arising out of or suffered or incurred in connection with any loss or damage to property or injury to or death of any person or any financial or other consequential loss for and in respect of any such loss, damage, injury or death in whole or in part caused or arising from directly or indirectly or in any way attributable or incidental to: (a) any willful or negligent act or omission whatsoever by the Seller or Seller Personnel; (b) any claim with respect to or arising out of any defect in, or title to, the Goods; (c) any claim that the Goods and/or Services infringe or are alleged to infringe directly or indirectly any patent, trademark, copyright or other proprietary right; or (d) breach by Seller or Seller Personnel of any of the Seller's obligations under the Contract or applicable Laws.
- 10.2 If any part of the Goods or Services in any suit or proceedings is held to constitute infringement and its use be enjoined, Seller shall within a reasonable time either (a) secure for Trillium and its Client the perpetual right to continue the use of the Good(s) or Service(s) or (b) replace or modify the Good(s) and/or Service(s) so that it becomes non-infringing, provided the performance is not affected in any adverse manner.
- 10.3 If the Seller either as principal or as agent enters upon any premises or property of or being used or accessed by Trillium or its Client in order to perform Services including construction, erection, inspection, delivery, servicing, repairing, consulting or advising or any other obligation: (a) Seller shall indemnify and hold the Trillium Indemnitees harmless at all times from and against all losses, damages, costs, expenses, liabilities, claims and demands whatsoever on account of injury to or death of any person or on account of loss or damage to the property of any person (including the Seller and Seller Personnel) arising out of or in any manner connected with the performance of such work, and the Seller will at its own expense defend any and all actions based on the foregoing and must pay all legal costs and all costs and other expenses arising from such actions; and (b) Seller must at all times exercise all necessary precautions for the safety of persons who might be affected by such work, and without limiting this, must at all times duly comply with the requirements of any regulations, work practices and procedures prescribed by applicable Laws, and of any authority having jurisdiction in the matter, and with any direction that may from time to time be given by any supervisor or other responsible employee of Trillium.
- 10.4 **Insurance.** Seller shall have in place contracts of insurance with reputable insurers incorporated in its country of establishment to cover its obligations under the Contract. On request, Seller shall supply evidence of the maintenance of the insurance and all of its terms from time to time applicable. Seller shall, on request by Trillium, assign to Trillium the benefit of such insurance.

**11. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

- 11.1 **Confidentiality.** Any document, data, drawings, blue prints, plans, designs, images, specifications, technical data and any other material or information supplied or made available by Trillium to Seller as part of the Contract or any other documentation or information in whatsoever form provided by Trillium to Seller during the performance of the Contract ("Confidential Information"), shall be treated as strictly confidential and shall not be divulged by Seller to any person, except as required by Law or to Seller Personnel, who need to know such Confidential Information in order for Seller to comply with its obligations under the Contract and Seller shall ensure that such recipients comply with the obligations set out in this clause as though they were a party to the Contract. Seller shall promptly return or (at Trillium's request) destroy all Confidential Information on request by Trillium. As between Trillium and Seller, Trillium retains title to all of its Confidential Information.
- 11.2 **Intellectual Property Ownership.** All right, title and interest (including all Intellectual Property Rights) in any documents, information and other materials created in or arising from the performance of the Contract (the "Work Product") shall be the exclusive property of and shall vest in Trillium on creation. Nothing in the Contract shall affect the ownership of rights in materials created by Seller prior to or independently of the performance of the Contract, which shall remain with Seller. To the extent that use of such rights is required to be able to use the Work Product, Seller hereby grants to Trillium a perpetual, irrevocable, sub-licensable, non-exclusive, world-wide, royalty free right to use such rights. Nothing in the Contract shall affect the ownership of rights (including Intellectual Property Rights) in materials, including without limitation specifications, designs, drawings, data, and know how, provided to Seller by Trillium, which shall remain with Trillium. Seller shall have no right to use such materials, except as necessary to perform its obligations under the Contract.

12. **PROCESSING OF PERSONAL DATA.** Each party agrees to process the personal data acquired from the other party during the performance of the Contract (the "Personal Data") in compliance with applicable Data Protection Laws, including where relevant, the provisions of General Data Protection Regulation (EU) 2016/679 and the United Kingdom Data Protection Act 2018, as amended from time to time and every law and provision concerning personal data protection, which may be applicable from time to time (hereinafter, collectively referred to as "Data Protection Laws"). For the purpose of this Contract's management and performance, each party (i) should be considered as acting as an independent data controller with regard to the Personal Data it processes (as a "Secondary Data Controller") and which have been provided by the other party ("Primary Data Controller"). Such Primary Data Controller undertakes to duly inform its personnel of such disclosure on behalf of the Secondary Data Controller. Each party, for the parts it is responsible for, is specifically obliged to comply with, when necessary, obligations concerning information to be sent to the data subjects (including ensuring appropriate legal basis for processing) and to obtain, when necessary, from the same all required consent in relation to the processing of the Personal Data transferred to and processed by the other party and to meet any obligations provided for by Data Protection Laws. The parties declare that their respective internal and external personnel and staff members processing the Personal Data, directly and/or indirectly concerned with the performance of the Contract, have been informed of the confidential nature of, and legal requirements (including those under the Data Protection Laws) relating to, such Personal Data and have received suitable training on their responsibilities to protect the Personal Data. Where additional services would be contemplated between the parties, involving the processing of Personal Data by a party on behalf of the other, the parties undertake to discuss in good faith of the term of any data processing agreement which may be required.

**13. COMPLIANCE WITH LAWS**

- 13.1 **Applicable Laws.** Seller represents and warrants that it is, and will remain, fully compliant with all applicable Laws (including in connection with bribery and anti-corruption). Seller shall comply and shall ensure that Seller Personnel read and comply with all Trillium policies listed in the Purchase Order or otherwise provided to Seller, in each case as updated from time to time. Seller shall ensure that Seller Personnel read and comply with Trillium's Supplier Code of Conduct as updated from time to time. Seller shall obtain and maintain all permits, licenses and other approvals or consents necessary for the performance of the Contract. Trillium shall be entitled to demand a certificate of origin of any of the Goods that Trillium receives from Seller. Any breach of this Clause 13.1 shall be deemed a material breach and (without prejudice to its other remedies) Trillium shall be entitled to immediately terminate the Contract concerned and any other contract then in force between Trillium and Seller.
- 13.2 **Economic Sanctions and Trade Controls.** (a) Seller shall comply with all applicable trade controls and sanctions, including but not limited to United Kingdom (UK), European Union (EU) and Laws of the U.S. Commerce, Treasury, State and Defense Departments or other agency regulating U.S. export controls and sanctions. (b) Seller shall disclose to Trillium in writing whether, to the best of its knowledge, Seller or any of its owners, shareholders or officers are, or have been, the subject of a government investigation or convicted for violations of any applicable export Laws. Definitions for ownership and control vary based on the applicable sanctions program. OFAC generally follows the "50 Percent Rule," which states that the property and interests in property of entities directly or indirectly owned fifty percent (50%) or more in the aggregate by one or more blocked persons are considered blocked. However, some sanctions programs, such as the EU and UK use a different standard, including a focus on not just ownership but also on control. (c) Seller shall acquire any necessary export licenses or permits prior to exporting goods to Trillium. Seller shall inform Trillium if Seller or any of its subsidiaries appear on the U.S., UK, EU, or any other international sanction list. To the extent that Seller sub-contracts or assigns its obligations or utilizes agents or third parties with respect to the performance of this Contract, Seller shall incorporate the obligations of this provision with respect to export compliance into its respective subcontracts and agreements with such parties.
- 13.3 **Goods Originating In or Exported from Sanctioned Countries.** (a) Seller shall not supply Goods originating in or exported from sanctioned or embargoed countries, including but not limited to Russia, Iran, Cuba, North Korea, Syria, Belarus, and the occupied Ukrainian territories (including but not limited to Crimea and Sevastopol, Donetsk, Luhansk, Kherson, and Zaporizhzhia). (b) Seller shall not supply iron or steel Goods processed in a third country incorporating iron or steel inputs originating in Russia. If requested, Seller shall provide evidence or certification of the origin of the iron and steel inputs utilized, such as a mill test certificate. (c) Seller shall not supply Goods made in regions prohibited by the US, EU or UK, such as China's Xinjiang Uyghur Autonomous Region.
- 13.4 **Forced Labor.** Seller shall not supply Goods made from forced labor nor Goods utilizing inputs or components made from forced labor.
- 14. TERMINATION AND SUSPENSION**
- 14.1 **Termination for Convenience.** Trillium may terminate the Contract or any part thereof with immediate effect for its sole convenience by giving written notice to Seller. In the event of such termination, Seller shall immediately stop all work on the Contract. Seller shall be paid for any Good(s) delivered and accepted by Trillium and for Services properly performed prior to the date of termination.
- 14.2 **Termination for Cause.** Trillium may terminate any Contract or any part thereof with immediate effect, for cause, in the event of: (a) any Seller default, including but not limited to late deliveries, deliveries of Goods



and/or performance of the Services that are defective or that do not conform to the Contract, failure to provide Trillium reasonable assurances of future performance, failure to comply with any term or condition of the Contract; or (b) any insolvency-related or similar event. In the event of termination for cause, Trillium shall not be liable to Seller for any amount except for that part of the Price that applies to the supply of finished Goods and/or Services which have, at the date of termination, already been delivered (and/or performed) and accepted. In the event of termination for cause under Clause 14.2(b), it shall be lawful for Trillium to enter the premises where the Goods are situated and take possession of any materials the property in which has passed to or is vested in Trillium or attributable to the Goods and/or recover any Work Product and/or Confidential Information. Termination for cause shall be without prejudice to any claim or right of action that Trillium may have by virtue of the default which gave rise to the termination.

shall be London, England. The language used in the arbitral proceedings shall be English. The governing law of this arbitration agreement shall be English law.

14.3 **Suspension.** Trillium may at any time suspend the performance of the Purchase Order, in whole or in part, through a written notice to Seller. Upon receipt of such notice, Seller shall promptly suspend further performance of its works and shall during the suspension period protect and secure the Goods and/or Services (including all supplied materials and equipment) against any deterioration, loss or damage. At the end of the suspension period and subject to Seller's revised delivery information, Trillium reserves the right to either instruct Seller to proceed with the manufacture and/or delivery of the Goods and/or performance of the Services to the agreed revised delivery date and Seller shall be bound by such instructions or cancel the Purchase Order in accordance with Clause 2.3 of these Terms and Conditions.

## 15. GENERAL

15.1 **Notices.** Any notice given by a party under the Contract shall be: (a) in writing and in English; (b) sent to the relevant party at the address set out in the Contract or to an alternative address notified in writing by the relevant party; or (c) if agreed to by the parties, served by email to the email address set out in the Contract or as otherwise notified from time to time. The parties may not serve documents relating to formal legal proceedings by email.

15.2 **Force Majeure.** If, by reason of an event of Force Majeure, either of the parties shall be delayed in, or prevented from, performing any of the provisions of the Contract then, provided that the affected party promptly, but in no event later than three (3) days after the occurrence of the event of Force Majeure, notifies the other in writing of the nature and extent of such event, such delay or non-performance shall not be deemed to be a breach of that party's obligations under the Contract and no loss or damage shall be claimed by either of the parties hereto from the other by reason thereof. In case of a Force Majeure event, the parties agree to meet and work together to minimize the impact of such event on the Goods and/or Services. If the Force Majeure event continues to delay or prevent either party's performance of the provisions of the Contract for a continuous period of more than sixty (60) days, either party may terminate the Contract by written notice to the other party.

15.3 **No Employment.** In the event that Seller's obligations require or contemplate performance of Services by Seller Personnel to be done on Trillium's or Client's property, Seller agrees that all such Services shall be performed as an independent contractor and that the Seller Personnel performing such Services shall not be considered Trillium's employees.

15.4 **Cumulative and Equitable Remedies.** Trillium's rights and remedies provided in the Contract are cumulative and not exclusive of any rights and remedies provided by applicable Laws and shall not be affected by termination of the Contract. Seller recognizes that any breach or threatened breach of the Contract may cause Trillium irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Trillium, Seller acknowledges and agrees that Trillium is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

15.5 **Assignment and Subcontracting.** Seller may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with the Contract, in whole or in part, or any of its rights or obligations under the Contract without the prior written approval of Trillium. Where permission to subcontract is granted by Trillium, Seller shall ensure the provisions of the Contract are reflected with its Sub-Suppliers and are enforced against them. Notwithstanding any permission by Trillium to subcontract, all responsibility and liability shall remain with the Seller.

15.6 **No Partnership.** The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

15.7 **Severability and Survival.** All terms of the Contract are severable, and any provision of the Contract held to be invalid, illegal, or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability without affecting the validity, legality, and enforceability of the remaining provisions hereof or thereof. The invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. Those provisions that are expressed, or by their nature are required, to survive expiry or termination of the Contract, shall survive expiry or termination of the Contract.

15.8 **Entire Agreement.** The Contract constitutes the entire agreement between Trillium and Seller and supersedes any prior oral or written understandings and representations between Trillium and Seller relating to its subject matter. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly disclaimed and shall not apply.

## 16. GOVERNING LAW AND JURISDICTION

16.1 **Americas.** If Trillium is based in North or South America (the "Americas"), the Contract will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict provision or rule that would cause the laws of any other jurisdiction to be applied. Where this Clause 16.1 applies, all disputes arising out of or in connection with the Contract must be brought in a state or federal court sitting in Harris County, Texas, and each party hereby irrevocably submits itself to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.

16.2 **Outside of the Americas.** If Trillium is based outside of the Americas, the Contract will be governed by and construed in accordance with the laws of England. Where this Clause 16.2 applies, all disputes arising out of or in connection with the Contract shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules ("LCIA Rules"), which LCIA Rules are deemed incorporated by referenced into this clause. The number of arbitrators shall be one (1). The seat, or legal place, of arbitration

# Quote

Date:

11-5-2025



313 34<sup>th</sup> Ave South  
Waite Park, MN. 56387  
Phone (320)492-0198

**Job Name: Grit Classifier**

**Job Site address: Otsego, MN. East Plant**

**Attn: Seth**

**Labor & Material to remove & replace the Grit Classifier in pretreatment building. Install new DIP Spool pieces as needed. Install 316 Stainless Steel Bolts and Nuts on flanged fittings. Figured 5-4" Joints and 6-6" Joints getting new bolts. Install New Gaskets.**

**Electrical disconnect and reconnect included  
New Grit Classifier by Customer**

**Total \$ 22,140.00**

**Greg Braegelmann  
MN Mechanical Solutions Inc.  
320-492-0198**

Accepted By:

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date



## **BID PROPOSAL**

Date: November 6, 2025

Proposal for: Sludge screw  
Otsego, MN

Attn: Mr. Seth Wilkes  
City of Otsego

The following outlines the scope of work included in this proposal.

- **Removal and disposal of existing sludge screw**
- **MBI to install new sludge screw**
  - Screw provided by City of Otsego
- **Pricing includes a \$4500 allowance for new piping as needed**
  - Intent is to reuse as much as possible
  - All bolts to be 316 SST
- **MBI to repaint damaged or new piping**

Our bid is per our site visit on June 3<sup>rd</sup>.

**R/R of City provided sludge screw                      \$23,210.00**

### **Clarifications:**

- 1) Access to site to be provided by City of Otsego
- 2) The above pricing does NOT include any bonding or bond costs.
- 3) We anticipate the work to take 2 working days

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Sluiter", is written over a light blue horizontal line.

Chris Sluiter  
Municipal Builders, Inc.