



**ROSKAMP
CHAMPION**
Your Partner in Productivity

2975 Airline Circle | Waterloo, IA 50703
(319) 232-8444 | (800) 366-2563
Fax (319) 236-0481

QUOTATION NO. 37845R6
August 17, 2018
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TO: City of Corona Purchasing Division
400 S. Vicentia Ave., Suite 320
Corona, CA 92882

Attn: Tom Moody

E-MAIL: Tom.Moody@CoronaCA.gov

TEL: (951) 736-2477

PROJECT: Direct replacement of existing roll crusher
PRODUCT: Dehydrated Sewage Sludge
PRODUCTION PARAMETERS: Equipment specified by Customer

CONFIDENTIAL

A. 316 STAINLESS STEEL CONSTRUCTION OPTION

ITEM 1

1 ea. ROSKAMP TRC1200-30 ROLL Crusher \$158,909.00ea.

Standard features include:

- One pair 12" diameter x 30" long chilled iron rolls
- Rolls corrugated per customer requirements
- Infeed hopper with hopper agitator, with separate drive with 1/2 HP TEFC motor
- Bottom discharge
- Differential drive
- Manual hand wheel for roll and feed gate gap adjustment
- Hand wheel roll adjustment on each bank of rolls
- 316 stainless steel construction to the extent possible (rolls are not stainless steel)
- V-belt main and inter-roll drives with drive guards
- Motor mount (motor not included)
- Replaceable inlet diverter included

ITEM 1-A

1 ea. Swingout Magnet..... \$1,651.00ea.

ITEM 1-B

1 ea. Roll Feeder with Separate Drive, 1/2 HP TEFC Motor\$18,100.00ea.

In place of standard hopper agitator in 316 stainless steel construction to the extent possible

ITEM 1-C

1 ea. 30 HP 3/60/230/460/1800 TEFC Motor.....\$4,101.00ea.



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Total Equipment Price.....	\$182,761.00
California Sales Tax (8%).....	\$ 14,621.00
Estimated Shipping (to be billed at actual).....	\$ <u>4,200.00</u>
 Total.....	 \$201,582.00

Lead Time:

16-20 weeks after clearance of all technical details including return of approval drawings.

Shipment:

Ex-Works, our factory Waterloo, Iowa

TERMS OF PAYMENT:

- 30% down payment with order,
- 70% Net 30 days from shipment
- Subject to final credit approval
- All payment via bank to bank line wire transfer
- Quote Validity 30 days.

Due to the volatility in the shipping industry, we will not be able to provide freight quotes. Freight quotes maybe obtain one week prior to shipping date on order.

Due to the volatility in many of our supply markets quotes are only good for 30 days. In addition accepted orders will have delivery dates assigned no later than 16 weeks of approved order. Orders requesting delivery later then 16 weeks will not be accepted without Roskamp Champion approval.

Prices are U.S. Funds, F.O.B. Factory unless otherwise noted in quotation. Crating and packaging is included in the price. Quotation valid for 30 days only unless such time is extended in writing. Any shipments that are delayed for the convenience of the customer will be invoiced at price in effect at time of shipment.

Equipment shipment can be made ex-factory as estimated after receipt of order and the receipt of all necessary technical details for entering order. Approval drawings, if required prior to fabrication, will add 4 weeks to the processing of this order. *If motors are quoted delivery may depend upon our supplier and will be confirmed at the time order is placed.

Terms of Payment: Per Form LD-101A, attached. **Terms and Conditions of Sale:** This quotation/contract specifically includes standard terms and conditions contained in Form LD-101, attached.

Cancellation by Buyer: Buyer may cancel this order at any time for its convenience by written notice to Seller. In the event of such cancellation, Buyer shall pay to Seller a cancellation fee based on Seller's cost for all work performed to date plus profit, or ten per cent (10 %) of the order/contract price, whichever is greater. Payment of the cancellation fee shall constitute the sole and exclusive liability of Buyer and the sole and exclusive remedy of Seller for such cancellation.



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This estimate is based on our order processing, parts availability and manufacturing schedules as of this date. An order for this equipment may be completed earlier or later than the estimate, depending on our order backlog and vendors' backlogs at the time your order is received. We welcome the opportunity to review it when you are ready to place an order.

Prices quoted are given on the condition that the equipment is installed and used in the United States of America or Canada only.

Scott Switzer

Scott Switzer
Industrial Sales Manager

Cc:

All orders must be accompanied by a signed proposal. The undersigned accepts this proposal and agrees to be bound by all Standard Terms and Conditions attached. Proposal is subject to approval of the credit of the Purchaser by Company, which approval shall not be unreasonably withheld.

BY: _____
TITLE: _____
DATE: _____

(Purchaser)

ROSKAMP CHAMPION
DOMESTIC TERMS OF PAYMENT

DOMESTIC TERMS OF PAYMENT: 30% down payment with order balance net 30 days from shipment or offer to ship with approved credit. If credit is not approved prior to shipment, order will require prepayment.

SEND ALL WIRE TRANSFERS TO:

Harris Trust and Savings Bank Chicago
311 West Monroe Street Floor, 311-13
Chicago, IL 60606
ABA #: 071000288
Account #: 2005452

Acct: CPM - Roskamp Champion, 2975 Airline Circle, Waterloo, IA 50703
Swift Code: HATRUS44

Please make sure to reference your order, invoice, or PO # on the wire information.

Payment made by check is also acceptable, though a wire transfer is preferred. Please allow up to fourteen (14) business days for the check to clear the bank before order is released for shipment.

Check remit Address:

Packages sent Via Courier:

www.cpm.net



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Roskamp Champion
36810 Treasury Center
Chicago, IL 60694-6800

Xerox c/o BMO Harris
LBX 36810
141 Jackson Blvd., Ste. 1000
Chicago, IL 60604

Payments must be made to Roskamp Champion. Joint checks will not be accepted. A surcharge will be added for payment via credit card on invoices valued at or over \$5,000.00.

Should the Purchaser be unable to accept delivery of any portion of the equipment which the Company has advised is ready to ship, it shall be understood that shipment will be made "in place" with title transfer to the Purchaser and payments made for such portion of the equipment as though shipment actually went forward. During the period that the equipment is at the Company's facility, the company shall maintain fire and extended coverage insuring such equipment against loss or damage covered by these perils. Any additional costs regarding storage or insurance on such equipment shall be to the Purchaser's account. The company shall thereafter ship such equipment at Purchaser's risk to destination prescribed by the Purchaser and at the Purchaser's expense.

All payments are to be made in U.S. currency.

VALIDITY: Unless previously withdrawn, this offer is open for acceptance within thirty (30) days (the "Period").

PRICE: All prices are subject to change without notice until Purchaser's order is accepted by Roskamp Champion by means of a communication on Roskamp Champion/CPM letterhead. Notwithstanding provisions relating to passage of title or risk of loss, prices are for delivery ex-works place of manufacturing as designated, unless otherwise specified; and all further transportation, transfer, storage and/or demurrage charges shall be for the account of the Purchaser unless otherwise specified. Charges for storage of equipment held by CPM after notification to Purchaser that equipment is ready for shipment from manufacturing sites, in the event of delay by the Purchaser in giving shipping instructions, will be for the account of the Purchaser.

ESCALATION: Prices herein are firm for the duration of manufacture against orders accepted within the stated period. At the termination of this period, orders received are subject escalation at the rate of __ compounded, calculated against the month of part month delay in order placement, except prices for purchased drive components, which are based on current price levels of applicable suppliers, and are subject to such escalations which will correspond to the prices in effect at date of shipment.

(Rev 5/17)



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ROSKAMP CHAMPION TERMS & CONDITIONS OF SALE

- 1. General** The Terms and Conditions of Sale outlined herein shall apply to the sale by Roskamp Champion (hereinafter referred to as Company) of products, equipment and parts relating thereto (hereinafter called Equipment). Unless prior written agreement is reached, it shall be understood that the Company's proceeding with any work shall be in accordance with the terms and conditions outlined herein. The Company will comply with applicable laws and regulations in effect on the date of the Company's proposal as they may apply to the manufacture of the Equipment. Compliance with any local governmental laws or regulations relating to the location, use or operation of the Equipment, or its use in conjunction with other equipment, shall be the sole responsibility of the Purchaser.
- 2. Title and Risk of Loss** Title and risk of loss or damage to the Equipment shall pass to the Purchaser upon tender of delivery Ex Works manufacturing facility (INCOTERMS 2010) unless otherwise agreed upon by the parties, except that a security interest in the Equipment shall remain in the Company, regardless of mode of attachment to realty or other property, until full payment has been made therefor. Purchaser agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect Company's interest by adequately insuring the Equipment against loss or damage from any cause wherein the Company shall be named as an additional insured.
- 3. Assignment** Neither party shall assign or transfer this contract, without the prior written consent of the other party, the Company's right to receive all or any portion of the payment due from the Purchaser under this contract.
- 4. Delivery and Delays** Delivery dates shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning of "time is of the essence". The Company shall not be liable for any loss or delay due to war, riots, fire, flood, strikes or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the Purchaser, embargo, car shortage, damage or delay in transportation, inability to obtain necessary labor or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of the Company. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be adjusted to reflect the actual length of time lost by reason of such delay. The Purchaser's receipt of Equipment shall constitute a waiver of any claims for delay.
- 5. Taxes** The prices do not include any present or future Federal, State or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, imposed upon or result from this transaction or any services performed in connection therewith. Such taxes will be itemized separately to Purchaser, who shall make prompt payment to the Company. The Company will accept a valid exemption certificate from Purchaser, if applicable. If such exemption certificate is not recognized by the governmental taxing authority involved, Purchaser agrees to promptly reimburse the Company for any taxes covered by such exemption certificate which the Company is required to pay.
- 6. Set Offs** Neither Purchaser nor any affiliated company or assignee shall have the right to claim compensation or to set off against any amounts which become payable to the Company under this contract or otherwise.
- 7. Patents** The Company shall defend any suit or proceeding brought against the Purchaser and shall pay any adverse judgment entered therein so far as such suit or proceeding is based upon a claim that the use of the Equipment manufactured by the Company, and furnished under this contract, constitutes infringement of any patent of the United States of America, providing the Company is promptly notified in writing and given authority, information and assistance for defense of same; and the Company shall, at its option, procure for the Purchaser the right to continue to use said Equipment, or to modify it so that it becomes non-infringing, or to replace the same with non-infringing equipment, or to remove said Equipment and to refund the purchase price. The foregoing shall not be construed to include any agreement by the Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The foregoing states the entire liability of the Company with regard to patent infringement.
- 8. Warranty** The Company warrants that the Equipment manufactured by it and delivered hereunder will be free of defects in material and workmanship for a period of twelve months from the date of placing the Equipment in operation or eighteen months from the date of shipment, whichever shall first occur. The Purchaser shall be obligated to promptly report any failure to conform to this warranty in writing to the Company within said period, whereupon the Company shall, at its option, correct such nonconformity by suitable repair to such Equipment, or furnish a replacement part F.O.B. point of shipment, provided the Purchaser has stored, installed, maintained and operated such Equipment in accordance with good industry practices and has complied with specific recommendations of the Company. Accessories or equipment furnished by the Company, but manufactured by others, shall carry whatever warranty the manufacturers have conveyed to the Company and which can be passed on to the Purchaser. The Company shall not be liable for any repairs, replacements, or adjustments to the Equipment or any costs of labor performed by the Purchaser or others without the Company's prior written approval.
The effects of corrosion, erosion and normal wear and tear are specifically excluded. Performance warranties are limited to those specifically stated within the Company's proposal. Unless responsibility for meeting such performance warranties are limited to specified shop or field tests, the Company's obligation shall be to correct in the manner and for the period of time provided above.
THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.



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Correction by the Company of nonconformities whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Company for such nonconformities, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise with respect to or arising out of such Equipment.

The Purchaser shall not operate Equipment which is considered to be defective, without first notifying the Company in writing of its intention to do so. Any such use of Equipment will be at the Purchaser's sole risk and liability.

9. Limitation of Liability THE REMEDIES OF THE PURCHASER SET FORTH HEREIN ARE EXCLUSIVE AND THE TOTAL LIABILITY OF THE COMPANY WITH RESPECT TO THIS CONTRACT OR THE EQUIPMENT AND SERVICES FURNISHED HEREUNDER, IN CONNECTION WITH THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, INSTALLATION, REPAIR OR TECHNICAL DIRECTION COVERED BY OR FURNISHED UNDER THIS CONTRACT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE UNIT OR EQUIPMENT UPON WHICH SUCH LIABILITY IS BASED.

THE COMPANY AND ITS SUPPLIERS SHALL IN NO EVENT BE LIABLE TO THE PURCHASER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY DEFECT IN, OR FAILURE OF OR MALFUNCTION OF THE EQUIPMENT HEREUNDER, WHETHER BASED UPON LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, COST OF PURCHASE OR REPLACEMENT POWER OR CLAIMS OF PURCHASER OR CUSTOMERS OF PURCHASER FOR SERVICE INTERRUPTION WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE.

10. Safety Requirements Purchaser shall use, and shall train and require its employees and agents to use, all safety devices, guards and proper safe operating and maintenance procedures as prescribed by all applicable laws, rules, regulations, codes and standards and as set forth in any operating and maintenance manuals and instruction sheets furnished by The Company. Purchaser shall not remove or modify any safety device, guard or warning sign. If Purchaser fails to observe any of the obligations set forth in the preceding two sentences with regard to any of the Equipment, The Company shall not be liable for any bodily injury, death or property damage arising from such failure. The Company shall not be liable for any bodily injury, death or property damage due to use of the Equipment for materials or products not specified in the Contract or use of replacement parts not specifically authorized in writing by The Company or due to changes in the Equipment made by Purchaser without The Company's written authorization. If the terms of the Contract do not require The Company to install and commission the Equipment, Purchaser shall permit The Company to have a representative on site during commissioning to perform a health and safety check, and if Purchaser refuses to give its permission, Purchaser shall assume full responsibility for operation, training and verification of all aspects of health and safety with respect to the Equipment, and The Company shall not be liable for any claims, liability, losses and obligations arising directly or indirectly from the installation or commissioning.

11. Confidential Information All of The Company's Confidential Information shall remain the proprietary and confidential property of The Company or its subcontractor or subsupplier, respectively, and shall be used by The Purchaser only with respect to the work covered by the Contract and shall not be used by The Purchaser in connection with any other project. Such Confidential Information may only be shown or otherwise made available to The Purchaser's agents and representatives upon The Purchaser incorporating all of the confidentiality obligations set forth in this paragraph 11 into an agreement with such agents and representatives. Neither The Purchaser itself shall, nor shall The Purchaser permit any of its employees or agents to, reverse engineer, measure or otherwise technically examine or test the Equipment which is within The Purchaser's control without The Company's prior written consent. Any such Confidential Information which The Purchaser determines must be disclosed to its employees shall only be disclosed to its employees on a need-to-know basis for the plant design, installation, operation, maintenance, and repair of the Equipment. All intellectual property given or made available to The Purchaser under the Contract or obtained by The Purchaser from the Equipment based on the design, supply or use of the Equipment shall remain the exclusive property of The Company or its subcontractor and/or subsupplier, respectively. The Purchaser shall return all Confidential Information in its possession at The Company's request. For purposes of this agreement, Confidential Information shall mean the quotation, this agreement and all drawings, notebooks, designs, plans, processes, operating data, specifications, proprietary information, trade secrets, intellectual property, and other engineering or technical information or data, including, but not limited to, the engineering design work relating to the Equipment and/or services, that are provided to Purchaser by the Company or any of the Company's subcontractors or subsuppliers.

12. Nuclear Liability In the event that the Equipment sold hereunder is to be used in a nuclear facility, the Purchaser shall, prior to such use, arrange for insurance or governmental indemnity protecting the Company and its suppliers for nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part, to the negligence or otherwise of the Company or its suppliers.

13. Governing Law The rights and obligations of the parties shall be governed by the laws of the State of Iowa excluding any conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the agreement.

14. Execution The Company expressly rejects any additional or different terms contained in any of the Purchaser's forms or documents. The Company shall not be bound by any contract or any modification thereto until approved in writing by an officer of the Company. The contract, when so approved, shall supersede all previous communications, either oral or written.