

**AGREEMENT #26131
FOR PROFESSIONAL SERVICES
For LAKE COUNTY**

This Agreement for Professional Services (“**Agreement**”) is between the County of Lake (“**County**”) and Griffin Residuals, LLC (“**Consultant**”), whose principal business address is 2900 NW 112th Ave., Unit 2, Doral, FL 33172.

RECITALS

1. Lake County issued an RFP seeking Biosolids Dryer Operations Service Agreement (“**Services**”).
2. Consultant responded timely with a proposal dated February 12, 2026 (“**Proposal**”).
3. Based on Consultant’s Proposal, the County and Consultant have negotiated terms under which Consultant will perform the Services.
4. To memorialize the terms and conditions under which Consultant will perform the Services, the parties have drafted this Agreement.

In light of the foregoing, Lake County and Consultant agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The documents that encompass the parties’ understanding are listed below and shall be considered in the following order of precedence, with the Consultant’s proposal or the RFP supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement.

1. This Agreement and its Exhibit A.
 - a. Exhibit A: Consultant’s Revised Proposal, dated April 15, 2026
2. The County’s RFP (including any addenda to it).

SECTION 2. SCOPE OF WORK

The scope of work that Consultant agrees to perform is set forth in Exhibit A to this Agreement, under Sections 3 and 4, pages 10 through 14. Consultant’s proposed pricing is set forth in Section 7, pages 16 through 17.

SECTION 3. EFFECTIVE DATE; TERM

This Agreement shall be effective upon execution and shall be in effect for a two-year period, with the County having the option to renew for three additional one-year periods. At the end of any contract term, Lake County reserves the right to extend this contract for a period of 60 days for the purpose of negotiating a new or extended agreement. For any year beyond the first one-year contract term, this contract is contingent upon the appropriation of sufficient funds.

Effective Date. Unless a different effective date is provided above, this Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

SECTION 4. AGREEMENT PRICE

The County will pay Consultant an estimated fee of \$855,480.00 for deliverables identified in the Scope of Work in Section 2, above, and will invoice the County not more than once per month based upon its actual expenses incurred.

The prices shall remain firm/fixed for the initial year of the Agreement. Written requests for price revision must be submitted to the Lake County Purchasing Division 60 days prior to the end of any annual term. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. Changes in the contract price shall not exceed 3% or the percentage increase in the U.S. Average Consumer Price Index for the Midwest Urban - per category "All Items," whichever is less, unless an increase exceeding 3% is due to extraordinary circumstances, which the Consultant shall present to the County for its consideration. If the County rejects a price increase exceeding 3% and the parties cannot otherwise come to a pricing accommodation, then the Consultant may terminate its services 90 days after providing to the County a written notice of termination. Surcharges for fuel and/or other costs shall not be allowed other than in accordance with the Escalator Provision as stated herein. The County reserves the right to reject any price increase and to terminate the contract.

SECTION 5. INVOICES & PAYMENT

- A. At the start of this Agreement, the County will issue a purchase order for the work and Consultant shall submit invoices detailing the products and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing the actual time its employees and agents devoted to the project, and the costs incurred. Consultant shall permit a representative from Lake County to inspect and audit all of Consultant's data and records for the work and services provided under this Agreement. Consultant shall make these records available at reasonable times during the Agreement period and for one year after the end of the Agreement.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a Consultant's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).
- D. Lake County's fiscal year ends on November 30. Invoices for services the Consultant has rendered up until November 30 of each year must be received by Lake County on or before January 15 of the subsequent calendar year.

Other than the timeframe for payments related to the end of Lake County's fiscal year, as stated above, Lake County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided.

If this Agreement is terminated prior to its expected expiration date, the Consultant must submit all invoices to Lake County no later than 30 days after the effective date of the termination.

Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the Consultant to invoice the County in the timeframes noted in this section shall constitute the Consultant's waiver of the Consultant's right to payment.

SECTION 6. CONTRACT MODIFICATIONS

In the event changes to the scope of the project or additional work become necessary or desired (a "Modification"), the parties shall follow the procedures set forth in this Section to memorialize the modification (a "Contract Modification"). A Contract Modification shall be effective only if documented in writing, dated and signed by both parties, and expressly referencing this Agreement. The Contract Modification shall set forth in detail: (i) the Modification requested, (ii) the reason for the proposed Modification; (iii) the cost of the Modification; and (iv) the Modification's impact on the time for completing the project.

In the event either party desires a Modification, the Project Manager for such party shall submit to the other party's Project Manager a proposed Contract Modification. If the receiving party does not accept the Contract Modification in writing within 10 business days, the receiving party shall be deemed to have rejected the Contract Modification. If the parties cannot reach agreement on a proposed Modification, Consultant shall nevertheless continue to render performance under this Agreement in accordance with its (unmodified) terms and conditions.

Modifications that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In cases where the Purchasing Agent's signature is required, or where County Board approval is needed, the Contract Modification shall not be deemed rejected by County after 10 days if the County's Project Manager has indicated in writing within the 10-day period an intent to present the Contract Modification for appropriate signature or approval.

SECTION 7. INDEMNIFICATION

Consultant agrees to indemnify and defend Lake County (its employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, arising out of this Agreement and arising from the Consultant's (its employees', executives', and agents') actions, whether negligent, reckless, or intentional. Lake County shall provide notice to Consultant promptly of any such claim, suit, or proceeding, and will assist Consultant, at Consultant's expense, in defending any such claim, suit, or proceeding.

SECTION 8. INSURANCE

The Consultant must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually upon each renewal date for contracts/projects that will last more than one year. Insurance in the following types and amounts is necessary:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the Consultant's projects away from premises owned or rented to Consultant.

Excess/ Umbrella Liability

The Consultant's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum*)

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Consultant's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Consultant arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Consultant's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

County, acting at its sole option, may waive any of the foregoing insurance requirements upon a request to do so, but no waiver shall be effective unless made in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's risk manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this agreement.

Liability Insurance Conditions

Consultant agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Consultant's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Consultant agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Consultants who have multiple projects with the County.

- d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

**Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085**

- e) **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov in place of hard copies.**

Failure to Comply: In the event the Consultant fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Consultant.

SECTION 9. INDEPENDENT CONTRACTOR; LICENSURE OR CERTIFICATIONS; KEY PERSONNEL

- A. **Independent Contractor Status.** The parties intend that the Consultant will be an independent contractor.
- B. **Licensure or Certifications.** If required by law, the Consultant must at all times be and remain licensed or certified as a qualified provider of the services provided in this Agreement. Consultant shall submit copies of the required licenses or certifications upon the County's request. Consultant shall promptly notify County in writing of any citation Consultant receives from any licensing or certification authority, including all responses and correction plans.
- C. Where the parties have identified particular individuals as being critical to a project ("Key Employees"), then Consultant shall not replace Key Employees without the County's prior written consent, which shall not be unreasonably withheld. Should Key Employees be reassigned, become incapacitated, separate from the Consultant, or be otherwise unable to perform the functions assigned to them, Consultant shall (i) within 10 business days, temporarily replace the person with another properly qualified employee and (ii) within 30 calendar days, permanently replace the person.

Lake County shall have the right to request that Consultant replace Key Employees from the project by setting forth in writing the grounds for the request. Consultant shall have a reasonable time period in which to address the grounds or make a substitution.

D. Consultant shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. Consultant agrees to notify Lake County immediately whenever it is unable to comply with applicable State, Federal, or local laws, rules and regulations. Where non-compliance materially impairs the Consultant from performing the services under this Agreement, the County may terminate the Agreement for cause.

SECTION 10. DISPUTE RESOLUTION

All issues, claims, or disputes that the Consultant raises or makes related to this Agreement shall, if not satisfied through less formal means, first be resolved in accordance with the Contract Disputes provision of the Lake County Purchasing Ordinance, § 33.097. The Consultant agrees that it may seek additional remedies only after the process set forth in § 33.097 is complete.

SECTION 11. NO IMPLIED WAIVERS

Waivers of a term or condition of this Agreement shall be in writing, and that writing must describe the circumstances giving rise to the waiver. The parties intend that no waiver of any term or condition shall be deemed or construed as a waiver of any other term or condition of this Agreement, and waiver of any breach shall not be deemed to be a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 12. SEVERABILITY

If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

SECTION 13. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court of Lake County, Illinois.

SECTION 14. NOTICES AND COMMUNICATIONS

All notices and communications which may be given by Lake County to Consultant relative to this Agreement shall be addressed to the Consultant at the address shown herein below:

2900 NW 112th Ave., Unit 2, Doral, FL 33172

Copies of any notices and communications which propose to modify or terminate this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, 9th Floor, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

SECTION 15. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

This Agreement shall not be assigned, delegated, or modified without the express written consent of both parties. This Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of this Agreement.

If Lake County agrees that the Consultant may assign, delegate, or subcontract the work under this Agreement, Consultant shall remain contractually liable to Lake County unless otherwise agreed in writing.

SECTION 16. TERMINATION

Lake County reserves the right to terminate this Agreement as set forth below.

a. Termination Due to Material Breach:

In the event that this Agreement is terminated due to the Consultant's material breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Consultant with losses the County incurs, including attorney's fees and expenses, notwithstanding any damage limitations the parties may agree to elsewhere.

b. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake County agrees to give written notice of termination to Consultant at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. Termination under this subsection shall not entitle the Consultant to contractual damages of any kind.

c. Termination Due to Force Majeure Events:

(i) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 16(d)(iii), below.

(ii) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

(iii) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

SECTION 17. APPLICABILITY OF “SUNSHINE” LAWS

Both parties acknowledge that Consultant’s documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*). Consultant agrees to comply with all pertinent federal and state statutes, rules and regulations and County ordinances related to confidentiality.

SECTION 18. WORK PRODUCT

All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product to Lake County upon completion of Consultant’s work, or termination of the Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.

SECTION 19. PRESS/NEWS RELEASES

Consultant may not issue any press or news releases regarding this Agreement without prior approval from Lake County. Consultant shall provide notice to Lake County’s Chief Communications Officer if contacted by the media regarding the services set forth in this Agreement.

SECTION 20. DEBARMENT AND SUSPENSION

The Lake County Purchasing Ordinance § 33.125 through 33.126 defines the County’s Authority and Decision to Debar.

The Consultant certifies to the best of his or her knowledge and belief that the Consultant:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Has not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

- C. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Consultant agrees that, during the term of this Agreement, Consultant shall report to the County's contract administrator, within 10 days, any allegations to or findings by the National Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Consultant has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final determination that the matter adversely affects Consultant's responsibilities under this Agreement, then the County may terminate this contract.

SECTION 21. NON-DISCRIMINATION

During the term of this agreement, Consultant agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375, and (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

Signed:

COUNTY OF LAKE

By: _____
Its Purchasing Agent

Date: _____

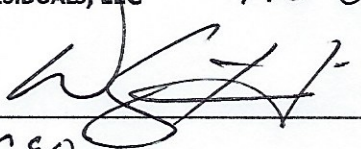
GRIFFIN RESIDUALS, LLC *Tid Griffin*
 By: 
 Its CEO
 Date: 5/18/2026

Exhibit A
Consultant's Revised Proposal



RFP Response to:
Lake County Public Works
Lake County, Illinois Purchasing Department
BID/RFP No. RFP #26131

Response provided by:
Griffin Residuals, LLC
2900 NW 112th Ave., Unit 2
Doral, FL 33172
(270) 485-2680
Tid Griffin, CEO
tid@griffinresiduals.com

Provided, February 12, 2026
REVISED: April 15, 2026

Letter of Transmittal

January 25, 2026

Matt Finstein, Buyer

Lake County Purchasing Division

18 N. County Street – 9th Floor

Waukegan, IL 60085-4350

purchasing@lakecountyil.gov

Re: RFP #26131 – Biosolids Dryer Operations Service

Griffin Residuals, LLC ("GR") is pleased to submit this proposal to provide trained, certified technicians to operate and maintain Lake County Public Works' Komline Sanderson 16W paddle dryer at the Des Plaines River Water Reclamation Facility. Our approach is designed to increase operating hours, support LCPW staff through training and joint operations, and help Lake County achieve continuous dryer operation and Class A biosolids conversion.

- Primary contact / Account Representative: Tid Griffin, CEO. Over 15 years of designing, developing and operating advanced biosolids drying facilities.
- GR acknowledges and will comply with the County's requirements for electronic submission via the Lake County Purchasing Portal.
- GR confirms acceptance of the County's work product ownership requirements and confidentiality / FOIA process (including a redacted copy if requested).

Respectfully submitted,

Tid Griffin

CEO, Griffin Residuals, LLC

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1. Introduction Material and Executive Summary

Lake County seeks a qualified firm to provide a qualified team who can offer training, perform maintenance, and operate the Komline dryer unit owned by Lake County Public Works (LCPW), with the goal of increasing operating hours and enabling drying of dewatered biosolids from all three LCPW wastewater treatment facilities. GR proposes to staff the dryer with Komline-certified technicians and implement a structured ramp-up plan that aligns with LCPW's existing staffing, safety program, and compliance requirements.

Executive Summary – Key Commitments

- 24-hour on-site operational coverage for 4–5 days per week (in combination with LCPW personnel) to increase dryer run time and throughput.
- Komline Sanderson 16W-certified technicians, including required classroom and on-site training (Komline site + Des Plaines facility) with minimum exam scoring per Komline standards.
- Operations focus on converting municipal wastewater biosolids to a Class A material to support beneficial use.
- Monitoring & reporting aligned to LCPW requirements, including sample collection/recording using LCPW forms, routine testing (e.g., pH), and monthly performance reports.
- Full alignment with LCPW safety policies and emergency plans; GR personnel managed under the LCPW Division Supervisor.

2. Company Background

2.1 Company Name and Location

Griffin Residuals, LLC
Corporate headquarters:
2900 NW 112th Ave. Unit 2
Doral, FL 33172
Nearest office to Lake County: Braselton (Atlanta area), Georgia

2.2 Years in business

Six Years, Established in Q1, 2000
Years of Management's Owning/Operating Biosolids Drying Products and Services
Companies: 15
Years providing public-sector services: 15 years

2.3 Public sector client base

GR builds, deploys and operates biosolids drying facilities using the Komline 16W dryers. The GR management team has implemented over 20 drying facilities with GR having a current operating facility in Fayetteville, Arkansas and sites under development with Komline 16W

dryers in Jefferson, Georgia and East Hampton, Connecticut. GR has the unique ability to fund, design and operate large-scale thermal biosolids drying facilities. This positions GR as a trusted partner to expedite the development of new sites and in the modifications to existing client locations. GR is the only company in the waste water treatment industry that specializes, and focusses solely on, the development and operation of thermal biosolids processing facilities.

2.4 Organization summary (ownership, employees, key qualifications)

Griffin Residuals is owned and managed by Tid Griffin, CEO and Russell Carbonara, Manager. Griffin Residuals serves as the core company with six engineering and operations staff that direct the development and service of each project we manage or develop. GR is structured with GR as the core, serving to develop and operate service locations. Together with our capital partners, Climate Adaptive Infrastructure, “CAI”, we create Special Purpose Vehicles for each of our development sites. Typical site investments for GR range from \$4.0MM to \$40.0MM. Tid Griffin serves as the CEO, managing the business and operations. Mr. Griffin holds four patents related to thermal drying and has produced thermal drying technology for biosolids and has designed, built and operated thermal drying for more than 15 years. Russell Carbonara serves as Manager of GR. Mr. Carbonara has built numerous companies in the operations and servicing of high-tech equipment, including numerous aviation equipment service and operations centers across the United States. Administrative and accounting services are managed by Michele Nunes. Electronics and Controls and remote management systems/processes are managed by Michael McDonald. Facility design and process is managed by Trefor Hay. GR recreates both software PID and PFD management systems and 3D drawings for all sites under management. Our internal systems promote efficient operations and expedite maintenance and repairs when outages or equipment failures occur. Bio’s for the core GR management staff are included in the GR RFP response. Operational employees are selected for each site, with Mr. McDonald leading the development of each site and Mr. Hay managing the remote monitoring and response team. Collectively, GR has developed technology solutions and processes specifically designed for thermal biosolids drying facilities. Design, development and operations of thermal biosolids drying facilities is GR’s core business. It is our niche, and our developed software tools and monitoring services are all developed to enhance our ability to efficiently operate specialized thermal drying facilities.

2.6 Business Affiliations

GR’s capital partner is Climate Adaptive Infrastructure (CAI). CAI is headquartered in the San Francisco Bay Area, with offices in New York and Paris. CAI has over \$1.3 billion of assets under management, with over \$1 billion of additional capital available for co-investments. CAI principals have a successful track record in infrastructure through leading firms including Macquarie, Suez, Carollo Engineers, and Prudential Private Capital. CAI’s dedicated water team brings decades of experience in the water sector. CAI Partner Dominique Demessence held various leadership roles over a 30-year period at Suez, including most recently leading the Suez US water services business. CAI Partner Xavier Castro joined CAI after a 22-year career at Suez where he served as President of the Environment Services Division in North

America. CAI's team brings a wealth of operational experience to the GR offering, building on our core competency of the development and operations of thermal drying facilities.

2.7 Board of Directors / Decision-Making Body

Griffin Residuals is wholly owned and managed by Tid Griffin and Russ Carbonara. All corporate decisions are under the direction of the CEO and Manager. Decision making and directional control of GR is fast and efficient.

2.8 Examples of Similar Work

To highlight the GR familiarity and alignment with Komline-Sanderson, the Komline 16W thermal dryer, and biosolids processing facilities, GR provides three sites in operation and under development. GR's core business and sole service offering is the development and operation of thermal biosolids drying facilities. Our developing sites require full alignment with Komline, and specifically the 16W dryer, as they are the focus technology deployed at GR regional biosolids facilities.

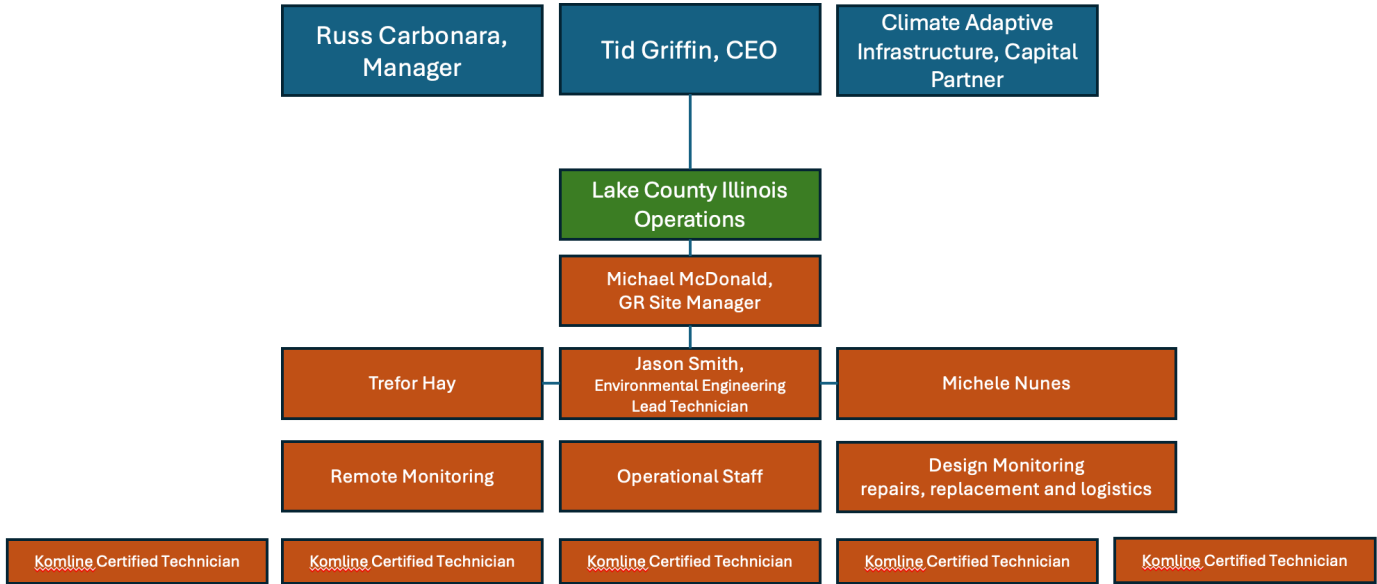
Fayetteville, Arkansas: GR directly and indirectly staffs project locations based on the size and requirements of each. In 2023, GR provided the capital and technologies for the City of Fayetteville, Arkansas Biosolids Management Facility drying operations. The site operates a GR-supplied dryer to process biosolids from two facilities, West Side and Noland Water Reclamation Facilities. Biosolids are delivered to the Biosolids Management Facility (BMS) where the thermal drying equipment is located. GR provides onsite support and remote management of the drying operations, providing maintenance and equipment as needed for the efficient and safe operation of the facility's thermal drying equipment. Designed by, implemented and maintained by GR, we implement real-time monitoring of material handling and thermal drying operations to provide immediate response times to altered site conditions and maintenance demands. Processing biosolids from multiple waste water treatment plants, as well as partially dried solar green house residuals, variations of biosolids into the thermal drying units changes numerous times daily at Fayetteville. GR's instrumentation monitoring and developed processing software help to keep the thermal drying unit operating at safe and efficient settings at all times. Data is collected on an hourly basis from the site. That data becomes the basis for process enhancements and for modifications required to address external weather conditions and variations to biosolids quantities and characteristics.

Jefferson, Georgia: GR's developing Jefferson, Georgia facility is designed around three thermal biosolids dryers, two of which are the Komline 16W paddle dryers. Under the development of GR, we collaborate with Komline to promote the most advanced drying facility in the United States. Sized to process 300 wet tons of biosolids on a daily basis, the site will receive regional biosolids from multiple municipalities in six 60-cubic yard hoppers. Received biosolids are then directed to Komline dryer units for drying to Class A solids under the EPA approved methods contained in 40 CFR Part 503. The 300 wet tons of biosolids are diverted from landfill daily, resulting in the nutrient recovery and beneficial use of the organics at agricultural locations in Georgia.

Colchester / East Hampton, Connecticut: GR's developing site in East Hampton, Connecticut serves a region with diverse regulatory and biosolids disposal challenges. Regulations in the State of Connecticut have limited the disposal of biosolids to incineration or transport out of state. With limited access to incineration and no landfill or land application options in Connecticut, prices for biosolids transport and disposal have sharply escalated to over \$230 per wet ton. GR's regional biosolids facility is developing to serve the regional with 300 wet tons per day capacity. Repeating the use of Komline 16W dryers as the basis for the thermal drying operations, GR provides the region with one of the country's largest indirect drying facilities to convert 100,000 wet tons of biosolids annually into dried solids that may be used in neighboring states as soil amendment or as an energy source in GR's Energy Extraction Facilities. As in all GR facilities, we specialize in the advanced thermodynamic modelling of the site and its biosolids transport systems. The internal software and systems utilized by GR promote real-time monitoring and control of biosolids throughput, Class A monitoring, exhaust volume and filtering, and maintenance requirements.

2.9 Summary Organizational Chart:

Griffin Residuals Organizational Chart Lake County, Illinois Komline Dryer Operations



2.10 Resumes of key GR professionals

Tid Griffin: CEO

Russ Carbonara: Manager

Michael McDonald: Automation and Controls

Jason Smith II: Proposed Site Manager – Lake County Pubic Works

Michele Nunes: Administration

Trefor Hay: Design and Technology

Buddy Blaha: Finance

Inserted Bios

3. Scope of Services

Services

Griffin Residuals (GR) undertakes to supply all certified staff as may be reasonably necessary to provide regular inspection services at and for the benefit of the Municipality to ensure that the Biosolids Processing Equipment is operated in the manner which complies with the respective NPDES Permit or ECA issued for the Facility (collectively, the “Services”). Without restricting the generality of the foregoing, these Services shall include:

3.1 Inspect and Operate

Inspection and operation of all Biosolids Processing Equipment at the Des Plaines River Water Reclamation Facility associated with the following unit processes:

- Komline Sanderson 16W Paddle Dryer.
- Exterior, covered hopper receiving station for the receiving of biosolids from the Municipality’s Mill Creek and New Century Town Water Reclamation Facilities.
- Dedicated material transport systems for biosolids at the Facility.
- Thermal Fluid Heater for the Komline Sanderson 16W dryer.
- Air emission control units for Komline Sanderson 16W dryer.
- Off-gas systems for the Komline Sanderson 16W dryer.
- Controls and electronics for the Komline Sanderson 16W dryer and all ancillary equipment.
- Cooling and heat exchange units used with the Komline Sanderson 16W dryer.
- Dried solids transport chain-conveyor and storage silo.

3.2 Remote Monitoring

- GR will provide remote monitoring and response to Biosolids Processing Equipment operational changes and alarm systems.
- Within 30 days of Execution of the Agreement, GR shall provide the Municipality with a Remote Monitoring Plan that shall include the provisioning and installation of cameras, sensors, software and remote access technology at the Facility.
- GR shall serve under the guidance and consultation of the Facility Manager and Municipality, to develop and present the Remote Monitoring Plan to the Municipality.
- The Remote Monitoring Plan shall serve to enable remote visibility of the Biosolids Processing Equipment and related instrumentation data.
- The Remote Monitoring Plan shall include budgets for the supply, and installation by the Municipality’s Information Technology management team, the hardware, software and infrastructure to enable the Service Provider’s onsite Facility personnel, the Service Provider’s management and remote engineers and technicians, and designated Municipality personnel, 24x7 access to data and imagery of the facility.
- Additional software licensing for remote access by the Service Provider, and Municipality staff will be included in the budgetary proposal.

- The Municipality may, at its sole discretion, elect to purchase and install the Remote Monitoring Plan directly, or to provide the Service Provider written approval to execute the Remote Monitoring Plan as agreed to between the parties.

3.3 Process Control

- GR will be provided with calculated data and will make operational changes to the dryer system and adjustments as required to ensure optimum operation of the Biosolids Operating Equipment.
- Lake County Public Works shall be the Operating Authority, and GR shall be responsible for Services and conformance reporting to the Facility Manager.

3.4 Sampling and Testing

- The Lake County Public Works Facility Manager shall be responsible for all compliance monitoring and the coordination of sample collection. Sample collection will be provided by all staff and samples will be sent to the LCPW Laboratory for testing.

3.5 Reporting

- At the discretion and direction of the Facility Manager, GR will maintain operating and maintenance logs and report to Municipality on the schedule provided by the Municipality;
- LCPW shall maintain responsibility for all external compliance reporting to the EPA and all applicable environmental and/or state agencies;
- At the discretion and direction of the Facility Manager, GR will maintain an inventory of all equipment and tools;

3.6 Operations of Biosolids Processing Equipment

- GR shall provide trained and certified technicians to operate and maintain the Biosolids Processing Equipment on a twenty-four-hour basis, five days per week, or on an adjusted schedule as defined by the Facility Manager.

3.7 Biosolids Management

- GR shall provide and maintain four (4) trained and certified technicians to support operations of the Biosolids Processing Equipment at the Facility.
- Upon fluctuation of number of provided certified technicians, GR shall provide temporary staffing on an as-needed basis to support the operation of the Biosolids Processing Equipment on a 24 hours-per-day, five day per week basis.
- GR Technicians shall be certified under a Komline Sanderson 16W (specific dryer at Lake County) certification program. The certification program includes completion of the Komline-established classwork, along with a required minimum of two days of training at the Komline Sanderson headquarters or approved Komline site, and two days of training at the Des Plains Water Reclamation Facility. All Service Provider technicians must achieve minimum exam scoring, as established by Komline Sanderson for the 16W certification program to be registered as a 16W Certified Technician.

- GR shall be responsible for all travel, training and certification expenses related to the Komline Sanderson 16W certification program.
- GR shall provide trained and certified technicians to provide coordination and receiving of biosolids from the Mill Creek and Century Town Water Reclamation Facilities.
- GR shall provide trained and certified technicians to receive the biosolids from the Des Plains Water Reclamation Facility's dewatering systems at the designated Facility wet biosolids storage hopper.
- GR shall provide trained and certified technicians to start, operate, adjust, maintain and repair the Komline Sanderson 16W paddle dryer and the Biosolids Processing Equipment.
- The Service Provider shall provide trained and certified technicians to manage the Facility's SCADA management system as it relates to the operation and maintenance of the Biosolids Processing Equipment.

3.8 Staffing and Coverage

GR will provide adequate certified personnel for 24-hour on-site dryer operation for 4–5 days per week, in combination with LCPW personnel who will cover specified shifts.

Non-Solicitation of Personnel

During the term of this Agreement and for a period of twelve (12) months following its expiration or termination, Lake County Public Works ("LCPW") shall not, directly or indirectly, solicit for employment or engagement any employee of Griffin Residuals ("GR") who is assigned to perform services under this Agreement, without the prior written consent of GR.

Non-Interference / No Direct Hire

LCPW agrees that it shall not hire, engage, or contract directly with any GR personnel assigned under this Agreement during the term of this Agreement and for a period of twelve (12) months thereafter, except with GR's prior written consent. If LCPW desires to hire such personnel, the parties may mutually agree to a reasonable placement fee or transition arrangement.

Role	Quantity	Coverage / Notes
GR Komline 16W Certified Technician	4	GR to provide staff to support the LCPW Facility Manager and LCPW staff; schedule coordinated with LCPW staffing.
Account Representative / Program Manager	1	Primary point of contact; attends performance reviews and supports continuous improvement.
Remote Monitoring and On-call Technical Support	2 (as needed)	Escalation support for maintenance / troubleshooting.

3.9 Compliance, Monitoring, and Reporting

- Work with the LCPW Supervisory Team to support compliance with the facility NPDES permit, applicable environmental laws and regulations, the Clean Water Act, and other applicable U.S. regulatory requirements.
- Meet LCPW monitoring and reporting requirements, including sample collection/recording using LCPW forms, routine testing as required (e.g., pH), and monthly operational/performance reporting.
- All analytical testing will be managed by LCPW; GR will support collection/handling and operational documentation as required.

3.10 Safety and Emergency Response

- Comply with all LCPW established safety policies and emergency plans (bypasses, overflows, equipment failures).
- Participate in LCPW safety briefings and maintain safety documentation/training records for all assigned personnel.

4. Implementation Plan

GR proposes a phased mobilization approach that prioritizes safety, certification, and operational continuity while increasing dryer operating hours.

Phase	Target Window (Draft)	Key Activities / Deliverables
Phase 0 – Kickoff & Planning	Week 0–3	Kickoff meeting with LCPW; confirm coverage plan, shift handoffs, escalation protocols; confirm reporting templates and safety onboarding.
Phase 1 – Mobilization & Onboarding	Week 3-8	Personnel relocations and onboarding, site access, safety training, SOP alignment, initial preventive maintenance review and spares list.
Phase 2 – Certification & Shadow Ops	Week 8-12	Komline 16W certification completion for new/transitioning technicians; shadow operations with LCPW; validate SCADA/controls interfaces and logbooks.
Phase 3 – Ramp-Up	Week 12-14	Increase operating hours toward 24-hour, 4–5 day/week coverage; implement monthly reporting cadence and KPIs.
Steady State	14	Routine operations, PM, monthly reporting; continuous improvement and training support to LCPW staff.

5. Client References

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E-Mail: tnyander@fayetteville-ar.gov

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Office: 860-267-2536
E-Mail: adesimone@easthamptonct.gov

6. Exceptions to the RFP

Griffin Residuals, LLC (“GR”) has no objections to the RFP; however, GR’s agreement to withdraw all prior exceptions is expressly conditioned upon the removal of any and all “No Fault Termination” or termination-for-convenience provisions from the final agreement.

Accordingly, the parties agree that the final agreement shall not include any provision permitting termination by Lake County Public Works (“LCPW”) without cause, except by mutual written agreement of the parties, and that any termination by LCPW shall be limited to defined contractual “for cause” provisions, subject to applicable notice and cure periods.

~~Work Stoppage / Labor Disruption Indemnification~~

~~LCPW agrees to indemnify, defend, and hold harmless GR, its officers, employees, and subcontractors from and against any and all costs, damages, losses, claims, delays, and expenses (including reasonable attorneys’ fees) arising out of or related to labor disputes, union activities, picketing, jurisdictional disputes, work stoppages, or other labor related disruptions at or affecting the Facility that are (i) beyond the reasonable control of GR, and (ii) not caused by the willful misconduct or material breach of GR.~~

~~Without limiting the foregoing, GR shall be entitled to (a) equitable schedule relief, and (b) reimbursement of demonstrable incremental costs incurred as a result of such events. GR shall not be deemed in default, nor subject to penalties or liquidated damages, to the extent performance is impacted by such conditions.~~

In the event that such no-fault or termination-for-convenience language is included in the final agreement, GR reserves the right to reinstate its previously submitted exceptions in full, and such exceptions shall be deemed incorporated into and made part of the agreement.

7. Price Proposal / Value Added Services

7.1 Price Proposal

Griffin Residuals, LLC (“GR”) responsible for maintaining Prevailing Wage Rates as defined by the State of Illinois, and monthly reporting of Service Provider wages, hours and fees.

Griffin Residuals, LLC (“GR”) has prepared its proposal and pricing based upon the express assumption that GR shall have the unrestricted right to recruit, hire, employ, supervise, and manage its workforce at the Lake County Public Works Thermal Drying Facility as a non-union operation.

GR’s technical approach, staffing plan, schedule, and financial proposal are expressly conditioned upon GR’s ability to utilize non-union personnel and subcontractors of its choosing. Any requirement, directive, policy, labor agreement, project labor agreement (PLA), collective bargaining agreement, or other mandate—whether imposed directly or indirectly—that restricts GR’s ability to operate as a non-union employer shall constitute a material change in scope and basis of proposal.

Pricing Scale

Action Item	Proposed Price (Annually)	Number of Hours (Annual)
GR Certified Dryer Technician 1	\$185,120	2,080.00
GR Certified Dryer Technician 2	\$185,120	2,080.00
GR Certified Dryer Technician 3	\$185,120	2,080.00
GR Certified Dryer Technician 4	\$185,120	2,080.00
Remote Monitoring and Diagnostics	\$90,000.00	
Mobilization of Services (30 days from Award of Contract)	\$25,000.00	
Annual TOTAL	\$855,480	

Position or Service Requested by LCPW	Rate for Service
General Labor	\$75/hour
Fabricators – Welders	\$175/hour
Controls and Electronics Specialists	\$175/hour
Service Provider Executive Level Management	\$250/hour
Travel Expenses (minimum 1 week) for Onsite Specialty Personnel	\$2,500
Early Termination due to no fault of Service Provider (GR)*	\$175,000

- In the event that such no-fault or termination-for-convenience language is included in the final agreement, GR reserves the right to reinstate its previously submitted exceptions in full, and such exceptions shall be deemed incorporated into and made part of the agreement.

7.2 Value Added Services (Optional)

- Optimization support for throughput and energy/performance (in coordination with LCPW process goals and constraints).
- Enhanced training modules and documentation for LCPW staff (SOPs, troubleshooting playbooks).
- Provisioning support for replacement and maintenance items.

8. Sustainability Statement

As a Business Partner to Climate Adaptive Infrastructure (CAI), GR is accepted as, and maintains strict focus on, the shared principals of:

*Investing in and providing business services to Accelerate Deep Decarbonization.
Investing in and providing services for infrastructure, designed from the outset to address the critical challenges we face in decarbonizing our energy, water and urban infrastructure systems.*

Furthermore, GR seeks to support the day-to-day needs of large, growing populations while addressing the risks and opportunities of the accelerating climate crisis. Simply put, sustainability is the founding pillar of Griffin Residuals' business model. The Griffin Residuals stated primary business:

We develop sustainable biosolids management solutions. Eliminating the capital and technology risks for municipalities.

In practice, GR goes beyond recycle programs and completes thorough GHG emission analysis reports for each project and developed site that we engage. For example, with regional biosolids processing facilities, GR considers:

- Upstream transport of wet biosolids to facility or disposal site
- Dryer fuel & power
- On-site emissions (CO₂ from fuel, CH₄/N₂O where relevant)
- Downstream transport of dried product
- End-use emissions & offsets:
 - Avoided landfill methane / avoided incineration emissions
 - Avoided synthetic fertilizer production & transport
 - Additional biomass growth / foliage from nutrient application (net carbon uptake)

Compiling the information and volumes of variables that impact the operation of the site, we produce data to estimate the net carbon output of the processing facility verses the impact of current practices. To further improve sustainability efforts, GR develops internal software to model mass and energy flow at our installations and service sites. The modelling software assists in finding energy losses, which both reduce operating budgets and decrease the carbon footprint of drying biosolids.

GR sustainability practices touch every aspect of our business offerings and designs. We work with our contracted sites to incorporate GR-developed solutions for water reuse in thermal drying operations. For example, GR produces proprietary technology that enables thermal dryer exhaust to be filtered and condensed prior to transport to air filtration and release to the atmosphere. The GR processes and technologies enable the reuse of effluent at the site for cold water supply at the thermal dryers while enabling the collection of condensate from the dryer operations for treatment and reuse. All GR designs also include the use of advanced odor and emissions control devices. With the combined exhaust processing and emissions controls, we can greatly reduce NO_x, CO, Particulate Matter, SO₂ and VOC emissions.

Specific to GR's operation of the Lake County Public Works' thermal drying facility, GR's remote monitoring will improve the operation of the site an enable more efficient drying. To begin, the move to

24 hours per day of operation will have a significant positive impact on natural gas consumption at the site. Movement to 24-hour operations will not only reduce the amount of NG used to warm up and operate the units, it will reduce the mass of biosolids that requires transport and disposal. The GR remote monitoring brings additional trend monitoring solutions that we maximize the dryer's efficiency and further reduce the NG demand while increasing the capacity of the unit. Both will have a significant and positive impact to LCPW sustainability practices.

GR would also suggest the completion of a GHG emissions analysis by GR. The study would entail an approximate cost of \$30,000 and would provide an overall assessment of transportation on dryer performance metrics. With the study, cost versus carbon footprint assessments may be made that could include alternative beneficial use applications and sites. We would like to also include the review of alternative air filtration processes that could further reduce the emissions and water consumption at the thermal dryer.

See Appendix A – Addendum Acknowledgement (Lake County form)

See Appendix B – Vendor Disclosure Statement (Lake County form)

See Appendix C – Vendor Certification Form (Lake County form)

See Appendix D – General Information Sheet (Lake County Form)