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De: [Steve Cassulo](#)

Enviado: Miércoles 18 de septiembre de 2024 a las 2:29:26 AM

Para: bchen@aqmd.gov; ndickel@aqmd.gov cojeda@aqmd.gov

Cc: [Nicole Ward](#) [Amanda Froman](#) [Kelly Kincella](#)

Asunto: Vertedero de Chiquita Canyon – (Caso No. 6177-4) – Presentación de la Condición 66

Importancia: Normal

Sensibilidad: Ninguna

Adjunto:

[2024.06.20 CCL LFG RMS Scope of Services.pdf](#); [2024.09.12 CCL Initial 20 We Is Scope of Services.pdf](#); [2024.09.17 SCS RMC Responses to SOFA Condition No. 66.pdf](#);

[REMITENTE EXTERNO: Tenga precaución con los enlaces/adjuntos]

Todos,

Conforme a la Condición 66 de la Orden de Depuración Estipulada Modificada en el Caso No. 6177-4, Chiquita Canyon, LLC presenta la respuesta adjunta a la Condición 66(a)(ii), como también dos contratos en respuesta a la Condición 66(a) y 66(a)(i).

Steve Cassulo
Gerente de Distrito



20 de junio de 2024

WO: 1807.0

Propuesta 070132224

Steve Cassulo
29201 Henry Mayo Dr
Castaic, CA 91384

Asunto: Vertedero de Chiquita Canyon - Monitoreo Remoto de Pozos de Biogás

Estimado Sr. Cassulo:

Gracias por darnos la oportunidad de proporcionar esta propuesta de monitoreo remoto de pozos de biogás (LFG) en el Vertedero de Chiquita Canyon de Waste Connections en Castaic, CA. El alcance del trabajo, la programación y los costos para completar este proyecto se encuentran resumidos a continuación.

ALCANCE DE LOS SERVICIOS

SCS RMC diseñará, configurará, proporcionará, instalará, arrancará y pondrá en marcha los siguientes equipos y sensores en seis (6) pozos de biogás monitoreados de forma remota. Estos pozos servirán como piloto para probar los equipos y sensores en condiciones difíciles en el vertedero. Las lecciones aprendidas de estas pruebas piloto podrán aplicarse a futuros pozos de biogás monitoreados de forma remota en el vertedero.

Se tomarán datos en cada uno de los seis (6) pozos piloto utilizando dispositivos Industriales Internet de las Cosas (IIoT) que se transmitirán al sitio existente de Chiquita en SCSRMC.com. Crearemos una nueva interfaz para estos datos, utilizando la interfaz "Borehole" existente como punto de partida. Los usuarios podrán ver los siguientes datos a través de la interfaz.

Datos y Sensores

Proporcionaremos los siguientes sensores en cada uno de los pozos arriba mencionados para tomar los siguientes datos.

- **Vacío aplicado (pulgadas-columna de agua):** Transductor de presión clasificado como Clase 1, División 1, Grupo D.
 - o Atornillado al cabezal del pozo existente entre la válvula y el caño del riser
- **Mediciones de temperaturas pozo abajo (F) en tres profundidades (40 pies bajo rasante, 80 pies bajo rasante, 120 pies bajo rasante):** Termocupla de alta temperatura encerrada en un manguito de tuberías de acero inoxidable con óxido de magnesio en polvo en el espacio intersticial.
 - o Suspendido de la tapa del pozo, utilizando un adaptador de compresión a rosca
 - o Podrá tener que cambiarse la tapa del cabezal del pozo existente para acomodar esto y el transductor de nivel
- **Nivel de líquido (pies H2O):** Transductor de nivel sumergible para altas temperaturas, clasificado para aproximadamente 221 °F.
 - o Suspendido de la tapa del pozo, utilizando un adaptador de compresión a rosca
 - o Podrá tener que cambiarse la tapa del cabezal del pozo existente para acomodar esto y las termocuplas para altas temperaturas.

- o También incluiremos un tubo que pueda usarse para evaluar el uso de un cuentaburbujas para medir niveles de líquido en el futuro, si fuera necesario. El tubo se termina en la tapa del cabezal del pozo, mirando hacia abajo, con una válvula manual en cuarto de giro.

Estamos utilizando un transductor de vacío en otros sitios con buenos resultados y las termocuplas de alta temperatura en Chiquita y en otro sitio, también con buenos resultados.

Hemos proporcionado e instalado transductores de nivel sumergibles tradicionales (es decir, no de altas temperaturas) en vertederos de toda América del Norte, pero no en lugares de la subsuperficie tan calientes como esta. Creemos que es una buena idea usar un transductor de nivel sumergible clasificado para temperaturas más altas (es decir, más de 200 °F) porque la tecnología de monitoreo del nivel subyacente se utiliza ampliamente en toda la industria y requiere una cantidad de corriente bastante baja. Además, hemos desplegado algunos transductores de nivel sumergibles tradicionales en lugares de la subsuperficie con temperaturas de aproximadamente 200 °F que duraron aproximadamente entre seis meses y un año antes de tener que cambiarse - parecen haber fallado debido a la corrosión.

En contraposición, la propuesta de monitoreo a nivel burbujeo no se utiliza tanto en aplicaciones de monitoreo remoto y podrán requerir una mayor cantidad de corriente. Esto es importante porque cuanto más líquido se requiere, mayor deberá ser su sistema solar y a batería y será más caro. Más allá de esto, nos preocupa que el tubo de burbujeo pueda pudrirse, impactando las mediciones. Además, podrían fúrgase líquidos presurizados por este tubo si el pozo se presuriza de forma positiva.

Se debe tener en cuenta que los sensores y los equipos podrán fallar debido a condiciones difíciles en el vertedero. Es por eso que estamos proponiendo realizar pruebas piloto antes de aplicar esto en todo el vertedero.

Cómo Suministrar y Configurar Equipos

Proporcionaremos y configuraremos los siguientes dispositivos de monitoreo remoto en cada uno de los pozos arriba mencionados, para permitir esta funcionalidad.

- Caja de interconexión en el pozo hacia los sensores de la terminación.
- Dispositivo IIoT y panel de monitoreo remoto con nodo de termocupla, controlador de carga y equipos relacionados - instalados sobre la caja de la batería, debajo de los paneles solares.
- Sistema de corriente por energía solar y por batería para dar corriente al dispositivo IIoT, al panel de monitoreo remoto y a los sensores. El sistema debe proporcionar corriente a los equipos hasta por 3-7 días sin sol.
 - o El sistema será una versión más pequeña de los sistemas de energía solar que se están desplegando para el sistema de monitoreo de flujo de gas de los tanques.
 - o La batería de litio de 24 VDC, 25 Ah estará guardada en una caja de trabajo pequeña. Los paneles solares serán montados sobre la caja de trabajo.

Configuraremos los equipos para que registren datos cada 1 a 2 horas y los cargaremos en nuestro sistema SCSRMC.com existente en la nube. A través de la interfaz en Internet, los usuarios podrán ver los datos en vivo, indicadores de desempeño clave (KPIs) y gráficos predefinidos, crear gráficos sobre cualquier punto de datos que se registren en el sistema, ver y exportar datos históricos y gestionar y analizar alarmas. La interfaz para estos datos nuevos será similar a las pantallas de "Boreholes" existentes.

Instalación, Arranque y Puesta en Marcha

Proporcionaremos los siguientes servicios de instalación, arranque y puesta en marcha en el sitio:

- Instalación de los sensores y de equipos de monitoreo remoto
 - o Los equipos de monitoreo remoto serán instalados por lo menos a 5 pies del pozo existente, para que no sea un lugar peligroso.
- Proporcionar e instalar el cableado entre los sensores y los equipos - el tendido de cables estará clasificado para uso en el exterior y se instalará fuera del conducto, para minimizar el riesgo de migración de biogás.
- Arranque y prueba del sistema de monitoreo

SUPUESTOS Y CONDICIONES

Nuestro alcance de trabajo, programación y compensación incluyen los siguientes supuestos y condiciones:

1. El trabajo se realizará según los términos y condiciones existentes de SCS Contrato de Servicios de RMC Technology W0 1082.0 con fecha 2 de agosto de 2023.
2. Esta propuesta y Supuestos y Condiciones formarán parte de un contrato u orden de compra que sean mutuamente satisfactorios.
3. Hay suficiente servicio celular Verizon 4G M2M en las ubicaciones deseadas para que soporten los equipo IoT. Si no lo hay, deberemos modificar nuestra propuesta.
4. Esta propuesta se basa en información limitada sin haber realizado un estudio del sitio de SCS. Trabajaremos con ustedes para identificar una remediación si cambian nuestros costos debido a una mayor comprensión de la condición física o de la configuración de los equipos con los que estamos realizando la interfaz.
5. SCS tiene el derecho de depender de la información proporcionada por el cliente y no se responsabiliza por problemas que pudieran surgir de depender de esta información.
6. Las tarifas de mano de obra de SCS asumen que no se requerirán salarios prevalecientes. Si se requieren, ajustaremos nuestros costos y los reenviaremos.
7. El precio incluye tiempo de un (1) Constructor de Paneles y un (1) Técnico Sénior por cinco (5) días en el sitio para que realice el alcance de los servicios arriba indicados. Podrán requerirse otras compensaciones si el tiempo requerido excede este plazo.
8. Debido a las difíciles condiciones ambientales en el vertedero, estos equipos y sensores podrían fallar. Si fallan, con su aprobación, podremos utilizar el resto del presupuesto para este proyecto para reemplazar los equipos y sensores con fallas. Si no queda presupuesto, les presentaremos una nueva propuesta.
9. La calibración y el servicio de mantenimiento de los sensores y equipos no están incluidos en esta propuesta, pero pueden proporcionarse en una propuesta separada, según la necesidad.
10. Estos lugares donde se van a instalar los sistemas de energía solar tienen un suelo nivelado y estable y no son peligrosos.
11. No se requiere ningún permiso (ambiental, laboral, estructural, eléctrico, etc.) para este trabajo.
12. El precio de la propuesta tiene validez por un período de 30 días desde la fecha de esta presentación.
13. No se requieren licitación, garantías de desempeño ni garantías de pago.
14. No se requieren liquidaciones por daños/demoras.
15. Los precios detallados no son independientes; si los elementos deben instalarse por separado, SCS se reserva el derecho de modificar sus precios.
16. Esta propuesta no incluye disposiciones para otros informes y/o análisis que puedan requerir algún organismo regulador. Si se solicitan, se realizarán informes adicionales en base al tiempo y a los materiales.

17. Esta propuesta es considerada confidencial y de propiedad y no puede ser divulgada a terceros sin la aprobación escrita previa de SCS.
18. La parte del Alcance de Trabajo Fuera del Sitio, la programación de la mano de obra y la compensación para esta propuesta asumen que estos servicios serán realizados por personal de SCS RMC de lunes a viernes durante el horario de trabajo regular (7:30 AM EST a 5 PM EST) sin incluir feriados en EE.UU. El trabajo en el sitio podrá consistir de trabajo de horas extras.
19. De debe proporcionar acceso al sitio sin restricciones al personal, para los equipos y materiales y así poder completar el trabajo.
20. El trabajo será realizado con protección de Nivel D de OSHA y conforme a "Una Compilación de Prácticas y Procedimientos para Campos de Biogás" de la División de Biogás de SWANA de octubre de 2021. Podrán proporcionarse otros requerimientos de salud y seguridad, con un ajuste en nuestro precio.
21. En ningún momento se transferirá el título de ninguna sustancia peligrosa, desecho sólido, sustancia contaminada con petróleo u otra sustancia regulada a SCS Engineers y ninguna disposición de un Acuerdo resultante entre SCS Engineers y el cliente deberá ser interpretada como que permite que SCS Engineers asuma el estado del "generador", "transportador" o "centro de tratamiento, almacenamiento o disposición" bajo la ley estatal o federal.
22. Debido a los problemas continuos con la cadena de suministro, SCS podrá experimentar demoras imprevistas u otros impactos en su trabajo que excedan el control de SCS. Potenciales impactos incluyen, de forma enunciativa más no limitativa, falta de equipos de materiales y demoras importantes debido a limitaciones en la cadena de suministro. SCS lo mantendrá informado sobre cualquier demora y su efecto para completar el trabajo en general y se reserva el derecho de buscar una extensión de tiempo y/o aumento en el precio del contrato si se encuentran problemas/demoras relacionados con la cadena de suministro.

PROGRAMACIÓN

Estamos listos para comenzar este proyecto al recibir su aprobación firmada en este documento; en ese momento, compraremos los equipos y programaremos el trabajo. Trabajaremos con usted para minimizar el impacto de puntos que tengan plazos largos.

Por favor, tenga en cuenta que los plazos para componentes importantes actualmente son de 1 a 2 semanas y están sujetos a cambio. Se anticipa que el ensamble y prueba de equipos en nuestro taller tomará 3 semanas después de haber recibido los equipos, con una semana adicional para el envío y entrega en el sitio. En base a nuestros plazos actuales, los tiempos estimados para la entrega de los paneles en el sitio son de 5 a 6 semanas desde que se otorga el proyecto.

HONORARIOS

Realizaremos el alcance del trabajo detallado en las secciones anteriores en base al tiempo y al material, utilizando nuestro programa de honorarios adjunto. A medida que vaya progresando el proyecto, estaremos emitiendo facturas incrementales mensuales que reflejen el porcentaje de terminación del proyecto. Se debe tener en cuenta que agregar los nuevos dispositivos al sistema existente aumentará por año la tarifa de SCS RMC Services anuales por dispositivo IIoT.

#	DESCRIPCIÓN DEL ARTÍCULO	COSTO
1	Diseño y Gestión	
2	Suministro de Equipos	
3	Configuración	
4	Instalación, Arranque y Puesta en Marcha	
TOTAL		

COSTOS ESTIMADOS PARA FUTUROS POZOS

En base a los costos presentados arriba y si los sensores y equipos aquí detallados son la mejor solución para esta necesidad, estimamos que el costo para suministrar e instalar este sistema de monitoreo de pozos en futuros pozos será de aproximadamente [REDACTED] por pozo (asumiendo una cantidad de aproximadamente 140 pozos), más un aumento en los honorarios de SCS RMC Servicios. La tarifa de servicio mensual adicional dependerá de la cantidad final de pozos y no deberá ser superior a aproximadamente [REDACTED] pro año por dispositivo IIoT adicional. Después de que completemos la prueba piloto, actualizaremos nuestros costos con las lecciones aprendidas de las pruebas piloto y le enviaremos una propuesta para el resto de los pozos.

CIERRE

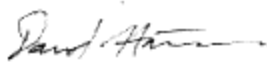
Agradecemos la oportunidad de proporcionar esta propuesta y esperamos trabajar con ustedes en este y en futuros proyectos. Si lo aprueban, les agradeceremos que firmen y nos entreguen la propuesta.

Por favor, no duden en ponerse en contacto con nosotros si tienen preguntas o comentarios.

Atentamente,



Sam Dean
Gerente de Proyectos Sénior,
SCS RMC
SCS Engineers



David Hostetter
Vicepresidente/Gerente de Negocios, SCS RMC
SCS Engineers

Sr. Cassulo
20 de junio de 2024
WO: 1807.0
Página 6

Acuse de Recibo y Aceptación de la Propuesta:

CLIENTE: Waste Connections

FIRMA: Dylan Smith

NOMBRE: Dylan Smith

CARGO: Corp Eng & Sust. Manager

FECHA: 6/21/24

Adjunto - Programa de Tarifas

**OPERACIONES, MONITOREO Y MANTENIMIENTO (OM&M)
PROGRAMA DE TARIFAS**

(Vigente del 1 de mayo de 2024 al 30 de abril de 2025)

Personal Técnico de Campo**Tarifa (\$)/Hora**

Especialista en Sistemas.....	
Peón.....	
Técnico de Campo I.....	
Técnico de Fusión	
Operador de Equipos.....	
Técnico de Campo II	
Operador de Planta.....	
Técnico de GIS	
Técnico de Campo Sénior	
Capataz de Proyectos de Operaciones, Monitoreo y Mantenimiento (OM&M)	
Mecánico	
Especialista en Soporte	
Superintendente de Operaciones, Monitoreo y Mantenimiento (OM&M)	
Piloto de Drones	
Administrador de Sistemas	
Especialista en Controles	
Ingeniero en Redes	
Superintendente Sénior en Operaciones, Monitoreo y Mantenimiento (OM&M).	
Piloto de Drones Sénior.....	
Integrador de Sistemas	

Personal de Gestión/Soporte**Tarifa (\$)/Hora**

Administrativo.....	
Administrador de Proyectos	
Analista de Datos de Campo	
Diseñador/Delineador	
Administrador de Proyectos Sénior	
Coordinador Administrativo.....	
Analista de Datos de Campo Sénior.....	
Coordinador de Proyectos de Campo.....	
Tasador de Proyectos	
Profesional de Proyectos.....	
Coordinador/Contador del Proyecto.....	
Especialista en Salud y Seguridad (H&S).....	
Gerente de Desarrollo de Productos.....	
Especialista Sénior en Salud y Seguridad (H&S)	

Personal de Gestión/Soporte

continuación. Tarifa (\$)/Hora

Ingeniero de Controles e Instrumentos.....	
Gerente de Salud y Seguridad (H&S)	
Asesor de Calidad.....	
Gerente de Proyectos.....	
Profesional de Proyectos Sénior	
Desarrollar de GIS.....	
Gestor de Proyectos Sénior.....	
Gerente de Calidad.....	
Gerente Regional/Director del Proyecto	
Gerente de Negocios de RMC.....	
Asesor de Proyectos Sénior	
Director Nacional de RMC.	
Director de Tecnología	

Términos Generales

1. Las tarifas de mano de obra tienen vigencia hasta el 30 de abril de 2025. Cualquier trabajo realizado después de esa fecha estará sujeto al nuevo Programa de Tarifas Estándar.
2. Las tarifas indicadas arriba incluyen salarios, gastos generales y ganancias. Otros cargos directos, como subcontratistas, equipos de construcción, materiales, viajes aéreos, fletes, alquiler de autos, permisos, honorarios, impuestos, peajes y otros costos incurridos para el proyecto serán facturados al costo más un 15 por ciento.
El costo de equipos de SCS Field Services no estará sujeto a aumentos de precios administrativos . El costo de kilometraje para automóviles es de [REDACTED] por milla y está sujeto a cambios según las leyes Federales del IRS. Los camiones se cobrarán [REDACTED]/hora. (No se aplicarán aumentos de precios administrativos a los cargos de vehículos de la empresa).
3. Las facturas serán elaboradas mensualmente para el trabajo en progreso, excepto que se acuerde otra cosa. Las facturas deben ser pagadas al ser recibidas. Las facturas que no se paguen dentro de los 30 días desde su recepción estarán sujetas a un cargo de servicio del 1.5 por ciento por mes sobre el saldo impago.
4. El pago de facturas de SCS Field Services por los servicios realizados no dependerán de que el cliente reciba el pago de otras partes. El cliente acepta pagar los costos legales, incluyendo honorarios de abogados, incurridos por SCS Field Services, para cobrar cualquier monto debido en las cuentas del cliente.
5. Las tarifas de capital podrán negociarse por proyecto. Para situaciones especiales, por ejemplo, testimonio de peritos o asignaciones internacionales, las tarifas por hora se negociarán de forma individual.
6. En asignaciones a corto plazo o de única vez, los servicios que requieran menos de ocho (8) horas, pero más de cuatro (4) horas, se facturarán en ocho (8) horas. Se facturará un mínimo de cuatro (4) horas por cualquier servicio solicitado que no se realice junto con un proyecto en curso a largo plazo (incluyendo llamadas después del horario regular) y se cobrarán todos los gastos de viaje desde las oficinas de SCS Field Services.

7. Para trabajos de operación, construcción y/o reparación realizados durante fines de semana y/o de noche (si el trabajo excede las 8 horas en un día), a las tarifas arriba indicadas se les remarcará hasta un 50 por ciento. Para trabajos realizados durante feriados reconocidos por la empresa o que excedan las 12 horas en un día, a las tarifas arriba indicadas se les remarcará hasta un 100 por ciento.
8. Estas tarifas se basan en escalas de salarios no sindicalizados, no generales.
9. Para asignaciones de proyectos en el sitio a largo plazo, las tarifas podrán descontarse como se negocien individualmente. El personal de largo plazo en el sitio tiene permitido regresar a su casa cada cuatro (4) semanas. Los gastos de viaje serán facturados al cliente al costo más el 15 por ciento.
10. Para proyectos que no son locales para una oficina de SCS Field Services, que requieran movilización de grupos de trabajo, se cobrarán costos de alojamiento y de viáticos de ■■■ por persona por día. A los costos de alojamiento y de viáticos se los remarcará hasta con un 15 por ciento.
11. Para proyectos que requieran la movilización de equipos de trabajo desde una oficina local y estadía en un hotel local hacia el sitio de un proyecto para poder realizar el trabajo solicitado por el cliente de forma eficiente, se le cobrará al proyecto un costo de ■■■ por día por persona en concepto de viáticos, como también el costo del hotel por noche. Los costos de hoteles generalmente varían de ■■■ a ■■■ por noche. SCS Field Services hará todo lo posible por encontrar los hoteles que tengan la mejor relación costo-beneficio. En algunos lugares de costos altos, las tarifas de hoteles podrán exceder los ■■■ por noche. A los gastos de hotel y de viáticos se los remarcará hasta con un 15 por ciento.
12. Los costos de equipos y análisis se facturarán conforme a las tarifas incluidas en el Programa de Tarifas Estándar de SCS Field Services para Equipos y Análisis.

12 de septiembre de 2024
WO: 1858.0
Propuesta No. 070160224

Steve Cassulo
29201 Henry Mayo Dr
Castaic, CA 91384

Asunto: Vertedero de Chiquita Canyon - Monitoreo Remoto de Temperaturas de Cabezales de Pozos en la Zona Reactiva
- 20 Pozos Iniciales

Estimado Sr. Cassulo:

Gracias por darnos la oportunidad de proporcionar esta propuesta de monitoreo remoto de temperaturas de pozos de biogás (LFG) en el Vertedero de Chiquita Canyon de Waste Connections en Castaic, CA. El alcance del trabajo, la programación y los costos para completar este proyecto se encuentran resumidos a continuación.

ALCANCE DE LOS SERVICIOS

SCS RMC diseñará, configurará, suministrará, instalará, arrancará y pondrá en marcha hardware y sensores para que pueda realizarse el monitoreo remoto de temperaturas en veinte (20) pozos de biogás en la zona reactiva del vertedero.

Se tomarán datos de las temperaturas en cada uno de los veinte (20) pozos utilizando dispositivos Industriales Internet de las Cosas (IIoT) que se transmitirán al sitio existente de Chiquita en SCSRMC.com. Crearemos una nueva interfaz para estos puntos de datos. Los usuarios podrán ver los siguientes datos a través de la interfaz.

Cómo Suministrar y Configurar Equipos

Proporcionaremos y configuraremos los siguientes dispositivos de monitoreo remoto en los pozos arriba mencionados, para tomar datos y permitir esta funcionalidad.

- Veinte (20) dispositivos IIoT a batería
 - o Dispositivo montado en el cabezal del pozo existente
 - o Se espera que las baterías duren aproximadamente entre seis meses y un año bajo condiciones operativas normales
- Veinte (20) sondas de temperatura para cabezales de pozos térmicos
 - o con sondas de 15" de largo
 - o y salida de 4-20 mA
- Veinte (20) bridas ciegas de acero carbono de 8"

Configuraremos los equipos para que registren datos cada 1 a 2 horas y los cargaremos en nuestro sistema SCSRMC.com existente en la nube. A través de la interfaz en Internet, los usuarios podrán ver los datos en vivo, indicadores de desempeño clave (KPIs) y gráficos predefinidos, crear gráficos sobre cualquier punto de datos que se registren en el sistema, ver y exportar datos históricos y gestionar y analizar



alarmas. La interfaz para estos datos nuevos será similar a las pantallas de "Boreholes" existentes.

Desarrollaremos un informe automático en el sistema SCSRMC.com con la información del sitio.

Instalación, Arranque y Puesta en Marcha

Proporcionaremos los siguientes servicios de instalación, arranque y puesta en marcha en el sitio:

- Instalación de las bridas, pozos térmicos, sondas y equipos de monitoreo remoto arriba descritos
- Arranque y prueba del sistema de monitoreo

SUPUESTOS Y CONDICIONES

Nuestro alcance de trabajo, programación y compensación incluyen los siguientes supuestos y condiciones:

1. El trabajo se realizará según los términos y condiciones existentes de SCS Contrato de Servicios de RMC Technology WO 1082.0 con fecha 2 de agosto de 2023.
2. Esta propuesta y Supuestos y Condiciones formarán parte de un contrato u orden de compra que sean mutuamente satisfactorios.
3. Hay suficiente servicio celular Verizon 4G M2M en las ubicaciones deseadas para que soporten los equipo IIoT. Si no lo hay, deberemos modificar nuestra propuesta.
4. Esta propuesta se basa en información limitada sin haber realizado un estudio completo del sitio de SCS. Trabajaremos con ustedes para identificar una remediación si cambian nuestros costos debido a una mayor comprensión de la condición física o de la configuración de los equipos con los que estamos realizando la interfaz.
5. SCS tiene el derecho de depender de la información proporcionada por el cliente y sus contratistas y no se responsabiliza por problemas que puedan surgir de depender de esta información.
6. El precio incluye tiempo de un (1) Técnico Sénior por dos (2) días en el sitio para que realice el alcance de los servicios arriba indicados. Podrán requerirse otras compensaciones si el tiempo requerido excede este plazo.
7. Si se requiere más tiempo o más visitas al sitio debido a que el sitio no está listo, a problemas con equipos no suministrados por SCS o a cualquier otro problema fuera del control de SCS, podrá requerirse una compensación adicional.
8. Debido a las difíciles condiciones ambientales en el vertedero, estos equipos y sensores podrían fallar. Si fallan, con su aprobación, podremos utilizar el resto del presupuesto para este proyecto para reemplazar los equipos y sensores con fallas. Si no queda presupuesto, les presentaremos una nueva propuesta.
9. Los sensores de temperatura vendrán con calibración de fábrica. La calibración y los servicios de mantenimiento de los sensores y equipos post instalación no están incluidos en esta propuesta, pero pueden proporcionarse en una propuesta separada, según la necesidad.
10. No se requiere ningún permiso (ambiental, laboral, estructural, eléctrico, etc.) para este trabajo.
11. El precio de la propuesta tiene validez por un período de 30 días desde la fecha de esta presentación.
12. No se requieren licitación, garantías de desempeño ni garantías de pago.
13. No aplican requerimientos de **salarios** generales a este trabajo.
14. No se requieren liquidaciones por daños/demoras.
15. Los precios detallados no son independientes; si los elementos deben instalarse por separado, SCS reserva el derecho de modificar sus precios.
16. Esta propuesta no incluye disposiciones para otros informes y/o análisis que puedan requerir algún organismo regulador. Si se solicitan, se realizarán informes adicionales en

- base al tiempo y a los materiales.
17. Esta propuesta es considerada confidencial y de propiedad y no puede ser divulgada a terceros sin la aprobación escrita previa de SCS.
 18. La parte del Alcance de Trabajo Fuera del Sitio, la programación de la mano de obra y la compensación para esta propuesta asumen que estos servicios serán realizados por personal de SCS RMC de lunes a viernes durante el horario de trabajo regular (7:30 AM EST a 5 PM PST) sin incluir feriados en EE.UU. El trabajo en el sitio podrá consistir de trabajo de horas extras.
 19. De debe proporcionar acceso al sitio sin restricciones al personal, para los equipos y materiales y así poder completar el trabajo.
 20. El trabajo será realizado con protección de Nivel D de OSHA y conforme MA Una Compilación de Prácticas y Procedimientos para Campos de Biogás" de la División de Biogás de SWANA de octubre de 2021. Podrán proporcionarse otros requerimientos de salud y seguridad, con un ajuste en nuestro precio.
 21. En ningún momento se transferirá el título de ninguna sustancia peligrosa, desecho sólido, sustancia contaminada con petróleo u otra sustancia regulada a SCS Engineers y ninguna disposición de un Acuerdo resultante entre SCS Engineers y el cliente deberá ser interpretada como que permite que SCS Engineers asuma el estado del "generador", "transportador" o "centro de tratamiento, almacenamiento o disposición" bajo la ley estatal o federal.
 22. Debido a los problemas continuos con la cadena de suministro, SCS podrá experimentar demoras imprevistas u otros impactos en su trabajo que excedan el control de SCS. Potenciales impactos incluyen, de forma enunciativa más no limitativa, falta de equipos de materiales y demoras importantes debido a limitaciones en la cadena de suministro. SCS lo mantendrá informado sobre cualquier demora y su efecto para completar el trabajo en general y se reserva el derecho de buscar una extensión de tiempo y/o aumento en el precio del contrato si se encuentran problemas/demoras relacionados con la cadena de suministro.

PROGRAMACIÓN

Estamos listos para comenzar este proyecto al recibir su aprobación firmada en este documento: ese momento, compraremos los equipos y programaremos el trabajo. Trabajaremos con usted para minimizar el impacto de puntos que tengan plazos largos.

Se debe tener en cuenta que el plazo más largo para los componentes principales actualmente es de 4 semanas. Se anticipa que el ensamble y prueba de equipos en nuestro taller tomará 2 semanas después de haber recibido los equipos, con una semana adicional para el envío y entrega en el sitio. En base a los plazos actuales, los tiempos estimados para la entrega en el sitio son de por lo menos 8 semanas desde que se otorga el proyecto.

HONORARIOS

Realizaremos el alcance del trabajo detallado en las secciones anteriores por el monto total de la suma fija especificada en la tabla de tarifas a continuación. A medida que vaya progresando el proyecto, estaremos emitiendo facturas incrementales mensuales que reflejen el porcentaje de terminación del proyecto.

Se debe tener en cuenta que los nuevos dispositivos de monitoreo en el sistema existente aumentarán su tarifa anual de SCS Engineers [REDACTED] por año por dispositivo IIoT.

#	DESCRIPCIÓN DEL ARTÍCULO	COSTO
	Diseño y Gestión	[REDACTED]
2	Suministro de Equipos	[REDACTED]
3	Configuración	[REDACTED]
4	Instalación, Arranque y Puesta en Marcha	[REDACTED]
	TOTAL	[REDACTED]

COSTOS ESTIMADOS PARA FUTUROS POZOS

En base a los costos presentados arriba y si los sensores y equipos aquí detallados son la mejor solución para esta necesidad, estimamos que el costo para suministrar e instalar este sistema de temperatura monitoreo de temperatura de pozos en futuros pozos será de aproximadamente [REDACTED] por pozo (asumiendo una cantidad de aproximadamente 140 pozos), más un aumento en los honorarios de SCS RMC Services. La tarifa de servicio mensual adicional dependerá de la cantidad final de pozos y no deberá ser superior a aproximadamente [REDACTED] pro año por dispositivo IIoT adicional. Después de que completemos el trabajo, actualizaremos nuestros costos con las lecciones aprendidas en el trabajo inicial y le enviaremos una propuesta para el resto de los pozos.

CIERRE

Agradecemos la oportunidad de proporcionar esta propuesta y esperamos trabajar con ustedes en este y en futuros proyectos. Si lo aprueban, les agradeceremos que firmen y nos entreguen la propuesta.

Por favor, no duden en ponerse en contacto con nosotros si tienen preguntas o comentarios.

Atentamente,



Sam Dean
Gerente de Proyectos Sénior,
SCS RMC
SCS Engineers



Antonio Faro
Tasador de Proyectos, SCS RMC
SCS Engineers

Sr. Cassulo
12 de septiembre de 2024
WO: 1858.0
Página 5

Acuse de Recibo y Aceptación de la Propuesta:

CLIENTE: Waste Connections
FIRMA: 
NOMBRE: Steve Cassulo
CARGO: District Manager
FECHA: 9.18.24

17 de septiembre de 2024

Sr. Steve Cassulo
Vertedero de Chiquita
Canyon 29201 Henry Mayo
Drive Castaic, CA 91384

Asunto: Respuesta a la Orden de Depuración Estipulada de Gestión de la Calidad del Aire de la Costa Sur en el Caso No. 6177-4 Condición 66(a)(ii)
Vertedero de Chiquita Canyon, Castaic, California

Estimado Sr. Cassulo:

En nombre de Chiquita Canyon, LLC (Chiquita), SCS Engineers (SCS) mediante el presente presenta esta carta en respuesta a la Condición No. 66(a)(ii) indicada en la Orden de Depuración Estipulada del Caso No. 6177-4 (SOFA) del Distrito de Gestión de la Calidad del Aire de la Costa Sur (AQMD de la Costa Sur). La Condición No. 66(a)(ii) indica:

- ii. *Presentar toda la información conocida sobre el diseño, la implementación, la instalación y los problemas/inquietudes con las especificaciones antes del 17 de septiembre de 2024. Deberá incluir la correspondencia documentada y los informes de las correspondencias (para correspondencias en vivo previas al 17 de agosto de 2024) que resuma los resultados de todas las comunicaciones con los proveedores/fabricantes y/o contratistas de sistemas, dispositivos y componentes, identificando lo siguiente, que incluye de forma enunciativa más no limitativa:*
1. *la viabilidad y la disponibilidad de sistemas, dispositivos y componentes y*
 2. *el diseño, la implementación, la instalación y los problemas con las especificaciones de sistemas, dispositivos y componentes, por ejemplo la compatibilidad, las restricciones físicas, la falta de especificaciones de necesidad operativa y los plazos de la cadena de suministro.*

En base a las recomendaciones del Comité de la Reacción y a los problemas identificados en la presentación realizada el 19 de abril de 2024 al AQMD de la Costa Sur en el documento titulado "Plan de Monitoreo Remoto Automatizado del Campo de Pozos de LFG" y ante un mayor análisis, se implementó el programa piloto inicial en seis (6) pozos para evaluar la viabilidad del sistema de monitoreo remoto.

El diseño original para los seis (6) pozos piloto de biogás monitoreados de forma remota para cumplir con los requerimientos originales de la SOFA incluyeron los siguientes componentes del sistema:

- Componente 1: tres (3) termocuplas pozo abajo para medir la temperatura en profundidades variables;
- Componente 2: un (1) transductor pozo abajo para medir el nivel de líquidos dentro del pozo;
- Componente 3: un (1) transductor de presión montado en la parte superior, para medir el vacío aplicado al cabezal del pozo;
- Componente 4: un (1) dispositivo IIoT celular industrial para tomar datos de los sensores y transmitirlos al sistema de Control de Supervisión y Adquisición de Datos en la nube de SCS para el monitoreo remoto, las alarmas y los informes;



- Componente 5: dos (2) tarjetas de entrada remota para tomar datos de los sensores y transmitirlos al dispositivo IIoT; y
- Componente 6: un (1) sistema de energía solar para alimentar con 12-VDC los sensores y el dispositivo IIoT.

A continuación se encuentran los detalles de los impactos de estos componentes clave del sistema en el programa del proyecto en los seis (6) pozos piloto iniciales. La documentación de la correspondencia por e-mail que incluye solicitudes de cotización a los proveedores, cotizaciones de equipos y órdenes de compra emitidas para los equipos, se proporciona en los adjuntos.

Cada uno de los componentes pozo abajo descritos a continuación representa un riesgo de enredo, interferencia con los sistemas de bombeo, obstrucción del pozo y posteriores fallas y ya no se requieren como parte de las modificaciones de la SOFA.

También hay un riesgo de que los componentes pozo abajo y montados en la parte superior no tengan una compatibilidad a largo plazo con las condiciones del ETLF, que incluyen las temperaturas elevadas, acumulación de residuos en los líquidos y compatibilidad de los productos químicos con los líquidos.

Debido a las modificaciones en la Condición No. 66 (a) realizadas el 27 de agosto de 2024 para evaluar la viabilidad de poder medir la temperatura y la presión en el cabezal del pozo, ya no se requieren los equipos identificados a continuación, excepto los Componentes 3 y 4. Estamos proporcionando esta respuesta para cumplir con la Condición No. 66 (a)(ii).

Componente 1 Original: Termocuplas Pozo Abajo

SCS ha utilizado con éxito termocuplas pozo abajo en varias instalaciones en varios sitios. En base a nuestra experiencia, especificamos un sensor conocido que ha demostrado ser compatible en otros vertederos que tienen condiciones similares en la subsuperficie. Estos sensores específicos fueron fabricados a medida por Chicago Electrical Laboratories, Inc. El plazo de entrega de estos sensores fue de aproximadamente dos (2) semanas para los seis (6) pozos piloto iniciales.

Este componente pozo abajo representa un riesgo de enredo, interferencia con los sistemas de bombeo, obstrucción del pozo y posteriores fallas y ya no se requiere como parte de las modificaciones de la SOFA.

Componente 2 Original: Transductores de Nivel Pozo Abajo

Los transductores de nivel se usan mucho en la industria de los vertederos para medir el nivel. Instalar estos dispositivos en las condiciones previstas en CCL con los pozos de biogás en la zona reactiva representa un desafío. SCS evaluó los transductores de nivel de varios proveedores para identificar sensores que puedan soportar temperaturas elevadas y al mismo tiempo puedan cumplir con los valores nominales de clasificación peligrosa en la zona eléctrica. Identificamos sensores de los proveedores indicados a continuación y comparamos las especificaciones, para elegir un sensor que tenga la clasificación de temperatura más alta que cumpla con la clasificación de peligro.

Sensores Evaluados:

- APG
- Dwyer
- Ametek STC
- IFM

- Omega
- Vega
- Endress & Hauser
- Ashcroft
- Wika Instrument, LP

SCS eligió el sensor de nivel fabricado por Wika Instrument, LP, ya que tenía la clasificación de temperatura ambiental más alta entre todos los sensores comparados. Estos sensores tenían que ordenarse a medida debido al cable específico requerido para la clasificación de temperatura más alta. Al realizar el pedido, el plazo de entrega para estos sensores de nivel personalizados originalmente era de seis a siete (6-7) semanas para los seis (6) pozos piloto iniciales. El plazo de entrega de fábrica posteriormente cambió a nueve (9) semanas para los seis (6) pozos piloto iniciales. Se prevé que estos sensores serán enviados el 20 de septiembre de 2024. El plazo de entrega de este componente impactó el cronograma del proyecto original.

Este componente pozo abajo representa un riesgo de enredo, interferencia con los sistemas de bombeo, obstrucción del pozo y posteriores fallas y ya no se requiere como parte de las modificaciones de la SOFA.

Componente 3 Original: Transductores de Presión Montados en la Parte Superior

SCS ha utilizado con éxito transductores de presión para medir el vacío aplicado en sistemas de recolección de gas en varios sitios. En base a nuestra experiencia, especificamos un sensor que utilizamos en otros vertederos. Seleccionamos un adaptador de refrigeración para aumentar la clasificación de temperatura del dispositivo a 300 grados Fahrenheit. Los sensores y los adaptadores de refrigeración son fabricados por Wika Instrument, LP. Estos sensores se ordenaron a medida para cumplir con el rango de presión compuesta requerido para investigar la viabilidad de monitorear el vacío las presiones positivas. El plazo de entrega para estos sensores a escala personalizados era de seis a siete (6-7) semanas para los seis (6) pozos piloto iniciales.

Componente 4 Original: Dispositivos IIoT Industriales

SCS ha utilizado con éxito dispositivos IIoT Celulares en varias aplicaciones en varios lugares en CCL, como también en otros varios sitios. En base a nuestra experiencia, especificamos un dispositivo IIoT Celular SignalFire Telemetry Ranger para tomar señales de los sensores de los cabezales de los pozos y transmitir los datos de regreso a la plataforma de Control de Supervisión y Adquisición de Datos en la nube de SCSRMC.com de SCS. Estos dispositivos son productos en inventario que están disponibles en dos a cuatro (2-4) semanas para los seis (6) pozos piloto iniciales.

Componente 5 Original: Tarjetas de Entrada Remota

SCS ha utilizado con éxito tarjetas de entrada remota que son compatibles con los dispositivos IIoT celulares seleccionados en varias aplicaciones en varios lugares en CCL, como también en otros varios sitios. En base a nuestra experiencia, especificamos la termocupla y las tarjetas de entrada análoga fabricados por Horner Automation Group para convertir las señales de los sensores de los cabezales de los pozos y transmitirlos al dispositivo IIoT. Estos dispositivos son productos en inventario que están disponibles en dos a tres (2-3) semanas para los seis (6) pozos piloto iniciales.

Componente 6 Original: Sistema de Energía Solar

SCS ha diseñado con éxito y han construido sistemas solares para aplicaciones de monitoreo remoto en varios sitios, que incluyen CCL. Diseñamos sistemas de energía solar para este proyecto para proporcionar corriente a los sensores y a los dispositivos IIoT Celulares en cada lugar. Los componentes son productos en inventario de varios proveedores con los plazos de entrega más largos de aproximadamente dos (2) semanas para los seis (6) pozos piloto iniciales. Se necesitó más tiempo para fabricar los sistemas de energía solar.

Los sistemas de energía solar ya no son necesarios debido a los requerimientos de energía reducidos del diseño modificado.

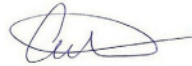
Se prevén plazos de entrega más largos para los componentes de pedidos más grandes, en particular para componentes hechos a medida. Los plazos para la fabricación, instalación y puesta en marcha también aumentan con la cantidad de dispositivos requeridos debido a la necesidad para asegurar la disponibilidad de personal calificado y personal de campo.

Si tiene alguna pregunta sobre la información incluida en esta presentación, por favor, comuníquese con el firmante.

Atentamente,



Sam Dean
Gerente de Proyectos Sénior, SCS RMC
SCS Engineers



Arthur E Jones, Gerente Regional Jr.,
Vicepresidente de
SCS Engineers

CC:

Nicole Ward, Chiquita Canyon, LLC
Amanda Froman, Chiquita Canyon, LLC
Baitong Chen, AQMD de la Costa Sur
Nathaniel Dickel, AQMD de la Costa Sur
Christina Ojeda, AQMD de la Costa Sur

ADJUNTOS

ATTACHMENT 1 – COMPONENT 1 - DOWN-WELL THERMOCOUPLES

Dean, Samuel

From: Sedillo, Dana
Sent: Tuesday, July 23, 2024 11:19 AM
To: Jim Reinsel
Cc: Dean, Samuel
Subject: RE: QUOTE 211221
Attachments: 07-RMC00549R Cleveland Electrica Labs.pdf

Good Morning!

See the attached revised PO 07-RMC00549R

Thank You,

Dana Sedillo
Project Coordinator
SCS RMC
[REDACTED]

Driven by Client Success

www.scsengineers.com

From: Sedillo, Dana
Sent: Monday, July 22, 2024 2:01 PM
To: Jim Reinsel [REDACTED]
Cc: Dean, Samuel [REDACTED]
Subject: RE: QUOTE 211221

Please disregard the PO I just sent.
I will be following up with a revised one.

Sorry for any confusion.

Thank You,

Dana Sedillo
Project Coordinator
SCS RMC
[REDACTED]

Driven by Client Success

www.scsengineers.com

From: Sedillo, Dana
Sent: Monday, July 22, 2024 1:47 PM
To: Jim Reinsel [REDACTED]

Cc: Dean, Samuel [REDACTED]

Subject: RE: QUOTE 211221

Thank you, Jim.

Please see the revised quote attached.

Thank You,

Dana Sedillo
Project Coordinator
SCS RMC
[REDACTED]

Driven by Client Success

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From: Jim Reinsel [REDACTED]

Sent: Monday, July 22, 2024 10:12 AM

To: Sedillo, Dana [REDACTED]

Cc: Dean, Samuel [REDACTED]

Subject: QUOTE 211221

This email originated from outside of SCS Engineers. Do not click links or open attachments unless you recognize the sender and know the content is safe.

For your review.

From: Sedillo, Dana [REDACTED]

Sent: Friday, July 19, 2024 5:35 PM

To: Jim Reinsel [REDACTED]

Cc: Dean, Samuel [REDACTED]

Subject: RE: QUOTE NO. SCS 071924-1E

Importance: High

Hi Jim,

We just got some feedback and need to adjust two of the sensor lengths.

See the table below

Temp Sensor Count

20	5
40	1
60	5
80	1
87	1
92	1
100	3
115	1

120	1
130	1
140	1
160	1
	total
	22

Please let me know if you need a revised PO.

Thank You,

Dana Sedillo
Project Coordinator
SCS RMC



Driven by Client Success

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From: Sedillo, Dana
Sent: Friday, July 19, 2024 2:10 PM
To: Jim Reinsel [REDACTED]
Cc: Dean, Samuel [REDACTED]
Subject: RE: QUOTE NO. SCS 071924-1E

Hi Jim,

See the attached PO 07-RMC00549.

Please provide tracking information when available.

Thank You,

Dana Sedillo
Project Coordinator
SCS RMC



Driven by Client Success

www.scsengineers.com

From: Jim Reinsel [REDACTED]
Sent: Friday, July 19, 2024 11:26 AM
To: Sedillo, Dana [REDACTED]
Cc: Dean, Samuel [REDACTED]
Subject: QUOTE NO. SCS 071924-1E

Good afternoon,

Thank you for your request. We are pleased to quote you on the following:

QUOTE NO. SCS 071924-1E

Qty. 5	MGO-K-3-4-U-240-5-120-E-00-04-0
Qty. 1	MGO-K-3-4-U-480-5-120-E-00-04-0
Qty. 5	MGO-K-3-4-U-720-5-120-E-00-04-0
Qty. 1	MGO-K-3-4-U-960-5-120-E-00-04-0
Qty. 1	MGO-K-3-4-U-XXX-5-120-E-00-04-0 XXX= 1044" long
Qty. 1	MGO-K-3-4-U-XXX-5-120-E-00-04-0 XXX= 1104" long
Qty. 3	MGO-K-3-4-U-XXX-5-120-E-00-04-0 XXX= 1200" long
Qty. 1	MGO-K-3-4-U-XXX-5-120-E-00-04-0 XXX= 1400" long
Qty. 1	MGO-K-3-4-U-XXX-5-120-E-00-04-0 XXX= 1464" long
Qty. 2	MGO-K-3-4-U-XXX-5-120-E-00-04-0 XXX= 1680" long
Qty. 1	MGO-K-3-4-U-XXX-5-120-E-00-04-0 XXX= 1920" long

Best regards,

Jim

Jim Reinsef / Business Development Manager
CLEVELAND ELECTRIC LABS | Temperature Control Group
[REDACTED] Direct Line

1776 Enterprise Parkway | Twinsburg, OH 44087

E-mail: [REDACTED] / Office: [REDACTED] / Fax: [REDACTED] / Internet: www.clevelandelectriclabs.com



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From: Sedillo, Dana [REDACTED]
Sent: Thursday, July 18, 2024 3:40 PM
To: Jim Reinse [REDACTED]
Cc: Dean, Samuel [REDACTED]
Subject: RE: Quote Request

Hi Jim!

Can we get a quote for the following temp sensors?

P/N: MGO-K-3-4-U-____-5-120-E-04-0-0

240
480
720
960
1044
1104
1200
1400
1464
1680
1920

Length in ft	quantity
20	5
40	1
60	5
80	1
87	1
92	1
100	3
120	1
122	1
140	2

160	1
	22 total

Please note Chiquita

Thank You,

Dana Sedillo
Project Coordinator
SCS RMC

Driven by Client Success

www.scsengineers.com

From: Jim Reinsel [REDACTED]
Sent: Thursday, July 18, 2024 10:18 AM
To: Dean, Samuel [REDACTED]
Cc: Sedillo, Dana [REDACTED]
Subject: RE: Quote Request

This email originated from outside of SCS Engineers. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Sam!

Nice to hear from you. And hello to you Dana.

As always, we are here to serve you folks with whatever you need.

Best regards,

Jim

Jim Reinsel / Business Development Manager
CLEVELAND ELECTRIC LABS | Temperature Control Group
[REDACTED] Direct Line

1776 Enterprise Parkway | Twinsburg, OH 44087

E-mail: [REDACTED] / Office: [REDACTED] / Fax: [REDACTED] / Internet: www.clevelandelectriclabs.com



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From: Dean, Samuel [REDACTED]

Sent: Thursday, July 18, 2024 1:10 PM

To: Jim Reinsel [REDACTED]

Cc: Sedillo, Dana [REDACTED]

Subject: Quote Request

Hi Jim,

I hope this finds you well. We have a new project for Chiquita Landfill and need to get a number of temp sensors orders. I am going to have Dana on our end coordinate with you.

I just wanted to give you a heads up and share contact info so Dana can reach out to you.

Best regards,

Sam Dean
Senior Project Manager
SCS RMC



www.scsengineers.com

External

External

External

SCS FIELD SERVICES

Purchase Order 07-RMC00549R

DATE **7/23/24**

TO	Cleveland Electric Labs dba The Cleveland Electric Laboratories Company Inc THE CLEVELAND ELECTRIC LABORATORIES COMPANY INC DBA CLEVELAND ELECTRIC LABS 1776 Enterprise Way Twinsburg, OH 44087 PHONE [REDACTED] FAX [REDACTED] E-MAIL [REDACTED]	0087056	SHIP TO	Sam Dean Attn: Chiquita Wellheads 2403 Hilltown Pike Perkasie, PA 18944	BILL TO	SCS Field Services Accounts Payable 3900 Kilroy Airport Way Suite 100 Long Beach, CA 90806 PHONE [REDACTED] FAX [REDACTED] E-MAIL 07fsaccountspayable@scsengineers.com

P.O. NUMBER	ORDER DATE	BUYER	PAY TERMS	EXCESS RECV	EXCESS %	EXCESS AMOUNT
07-RMC00549R	7/22/24	Kessler Sweeney, Kim	45	N		
AGREEMENT TERMS						

Vendor Acceptance:

BY SIGNING, VENDOR AGREES TO THE TERMS IN ARTICLES ON THE FOLLOWING PAGES OF THIS ORDER, AND ANY ADDITIONAL TERMS NOTED HEREIN.

By: _____

Date: _____

Seq	Description	Quantity	Unit Price	Net Amount	Due Date
1	MGO-K-3-4-U-240-5-120-E-00-04-0	5.00 Each	[REDACTED]	[REDACTED]	10/18/2023
2	MGO-K-3-4-U-480-5-120-E-00-04-0	1.00 Each	[REDACTED]	[REDACTED]	10/18/2023
3	MGO-K-3-4-U-720-5-120-E-00-04-0	5.00 Each	[REDACTED]	[REDACTED]	10/18/2023
4	MGO-K-3-4-U-960-5-120-E-00-04-0	1.00 Each	[REDACTED]	[REDACTED]	10/18/2023
5	MGO-K-3-4-U-XXX-5-120-E-00-04-0 XXX= 1044" long	1.00 Each	[REDACTED]	[REDACTED]	10/18/2023
6	MGO-K-3-4-U-XXX-5-120-E-00-04-0 XXX= 1104" long	1.00 Each	[REDACTED]	[REDACTED]	10/18/2023
7	MGO-K-3-4-U-XXX-5-120-E-00-04-0 XXX= 1200" long	3.00 Each	[REDACTED]	[REDACTED]	10/18/2023
8	MGO-K-3-4-U-XXX-5-120-E-00-04-0 SCS (115FT)	1.00 Each	[REDACTED]	[REDACTED]	10/18/2023
9	MGO-K-3-4-U-XXX-5-120-E-00-04-0 SCS (120FT)	1.00 Each	[REDACTED]	[REDACTED]	10/18/2023
10	MGO-K-3-4-U-XXX-5-120-E-00-04-0 SCS (130FT)	1.00 Each	[REDACTED]	[REDACTED]	10/18/2023
11	MGO-K-3-4-U-XXX-5-120-E-00-04-0 SCS (140FT)	1.00 Each	[REDACTED]	[REDACTED]	10/18/2023
12	MGO-K-3-4-U-XXX-5-120-E-00-04-0 SCS (160FT)	1.00 Each	[REDACTED]	[REDACTED]	10/18/2023

Seq	Description	Quantity	Unit Price	Net Amount	Due Date
13	ESTIMATED Tax and Shipping	1.00	Each		10/18/2023

Total

GENERAL PROVISIONS OF PURCHASE ORDER

1. **ACCEPTANCE** – This Purchase Order represents the entire contract between Seller and SCS Engineers, hereinafter referred to as Buyer, notwithstanding any failure to sign and return the acknowledgement copy of this Purchase Order or Seller's use of any other acknowledgement form not signed by Buyer. It is expressly understood and agreed that Seller, by commencing work hereunder, accepts this Purchase Order as a binding contract and agrees to all of the terms and conditions hereof. No change, modification, revision, or addition to this Purchase Order shall be valid and binding on Buyer unless in writing and signed by an authorized representative of Buyer.
2. **ASSIGNMENT** – This Purchase Order shall not be assignable by Seller, voluntarily or involuntarily, nor shall a subcontract be made with, or other delegation of duties made to, any other party for the furnishing of any of the completed or substantially completed items of work covered by this Purchase Order, without Buyer's prior written consent. Any such attempted assignment or delegation shall be void and ineffective.
3. **BUYER'S PROPERTY** – All property used by Seller but owned, furnished, or charged to or paid for by Buyer, including, but not limited to, materials, tools, dies, jigs, patterns, fixtures, equipment, and any replacement thereof, shall be the property of Buyer, subject to removal and inspection by Buyer at any time, without cost or expense to Buyer. All such property shall be identified and marked as Buyer's property, used only for this Purchase Order, and adequately insured for Buyer's protection. Seller shall assume all liability for and maintain and repair such property, and remove or return the same to Buyer in good condition, reasonable wear and tear excepted, and except for the utilization of the property in accordance with the provisions of this Purchase Order.
4. **CHANGES** – Buyer shall have the right at any time to make changes in the drawings, designs, specifications, quantities, delivery schedules, methods of shipment or packaging, and place of inspection, acceptance and/or point of delivery of any items or work covered by this Purchase Order. No change shall be effective unless authorized in writing by Buyer. If such changes result in delay or an increase or decrease in expense to Seller, Seller shall notify Buyer immediately and an equitable adjustment shall be negotiated; provided, however, the Seller shall, in all events, proceed diligently to perform the work or supply the items contracted for under this Purchase Order, as so changed.
5. **COMPLIANCE WITH LAWS** – Seller shall comply with all applicable federal, state, and local laws, executive orders, and regulations in performing this Purchase Order. On request, Seller shall furnish Buyer with certificates of compliance concerning any or all such laws, orders, and regulations. Seller hereby agrees to defend, indemnify, and hold Buyer harmless of and from any and all costs, damages, penalties, fines, and expenses (including reasonable attorneys' fees) suffered or occasioned by Buyer, directly or indirectly, through any failure of Seller to comply with any such law, regulations, or order.
6. **EQUAL EMPLOYMENT OPPORTUNITY** – **This Buyer and Seller shall abide by the requirements of [41 CFR 60-1.4\(a\)](#), [60-300.5\(a\)](#) and [60-741.5\(a\)](#). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**
7. **HEALTH AND SAFETY** – All items to be supplied and services to be rendered hereunder by Seller shall conform in all respects to the requirements of all applicable insurance and governmental health and safety regulations, including regulations administered under the provisions of the Occupational Safety and Health Act.
8. **DELIVERY** – Seller shall follow the delivery schedule shown on the face hereof and shall not make deliveries later or substantially earlier than the dates shown. If any items are shipped substantially in advance of scheduled delivery dates, Buyer may return or store them at Seller's expense. If Seller does not adhere to the delivery schedule, Buyer may either agree to a revised delivery schedule or terminate this Purchase Order, without liability to Buyer, for cause, as provided below. Time shall be considered of the essence in the performance of this Purchase Order by Seller.
9. **DRAWINGS, SPECIFICATIONS, AND TECHNICAL INFORMATION** – All drawings, data, designs, inventions, and other technical information supplied by Buyer to Seller shall remain Buyer's property and shall be held in confidence by Seller. Such information shall not be reproduced, used, or disclosed to others by Seller, without Buyer's prior written consent, and shall be returned to Buyer upon completion of this Purchase Order or upon demand. Any information that Seller may disclose to Buyer with respect to the design, manufacture, sale, or use of the items covered by this Purchase Order shall be deemed to have been disclosed as part of the consideration for this Purchase Order, and Seller shall not assert any claim against Buyer by reason of Buyer's use thereof. Buyer does not grant any indemnity to Seller hereunder for infringement of any patent, trademark, copyright, or data rights utilized by Seller, whether provided by Buyer or any third party.
10. **INSPECTION AND ACCEPTANCE** – Unless otherwise specified herein, all items will be subject to final inspection and acceptance at Buyer's plant or other designated destination, notwithstanding any prior payment or inspection and acceptance. Buyer may, at its option, hold any rejected items for Seller's instructions and at Seller's risk, or return them to Seller at Seller's expense, and Seller shall promptly reimburse Buyer for any and all damages sustained by Buyer as a result of Seller's breach of warranty or any of its other obligations hereunder. No replacement or correction of rejected items shall be made, unless otherwise specified by Buyer on Buyer's return material order. All rejects will be charged back at full billing price, plus the cost of inbound and out bound freight and handling.
11. **LEGAL CONSTRUCTION** – This Purchase Order shall be construed under and shall be subject to the laws of the Commonwealth of Virginia.
12. **LIENS** – All items shall be delivered hereunder, and all property to be returned to Buyer shall be kept, at all times, free and clear of any and all liens and encumbrances whatsoever, and Seller shall defend, indemnify, and hold Buyer harmless from and against all claims and liens of any and all persons or firms, based upon the furnishing of labor and/or materials in connection with the items or work ordered hereby.

13. **PACKING, SHIPPING, AND INSURANCE** – No charges will be allowed by Buyer for boxing, wrapping, cartage, or storage other than those specified in this Purchase Order. Seller shall pack or otherwise prepare all items for shipment so as to secure the lowest transportation and insurance rates consistent with timely delivery, meeting carrier's requirements, and safeguarding against damage from weather, transportation, and storage. Delivery will be F.O.B. destination unless otherwise specified in this Purchase Order.

14. **INTELLECTUAL PROPERTY PROTECTION** – To the extent that the items covered by this Purchase Order are manufactured pursuant to designs not originated by Buyer, Seller shall indemnify and hold Buyer, its representatives and customers, harmless from and against any expense (including reasonable attorneys' fees), claims, cost, loss, damage, or liability for infringement or alleged infringement of any patents, copyrights, or other proprietary rights with respect to such items and their process of manufacture, and Seller hereby agrees at its own expense to defend or assist in the defense of, at Buyer's option, any action in which such infringement is alleged with respect to the manufacture, sale, or use of such items delivered hereunder. Any reports, drawings, renderings, source and object code, algorithms, routines, formulae, programming, software and other works and documents ("Works") provided to Seller by Buyer or its employees, consultants, subcontractors or agents, and all intellectual property ("IP") rights in the same, shall be owned exclusively by Buyer. Additionally, this Purchase Order shall operate as an irrevocable transfer and assignment to Buyer of all right, title, and interest, including all copyrights, in and to any IP, Works, and forms of expression and communication now known or later developed, conceived or created as part of Seller's performance under this Purchase Order.

15. **PAYMENT** – Invoices will be paid according to discount terms, or, if no discount is offered, within forty-five (45) days after receipt and acceptance of the items, completion and acceptance of the work, and receipt of a correct invoice. Discount periods will be computed from either the date of delivery of the items ordered, plus three days' allowance for inspection, or the date of receipt of correct invoices prepared in accordance with the terms of this Purchase Order, whichever date is later.

16. **TAXES** – The price includes all Federal, state, and local taxes, duties or levies of any nature. All such taxes, duties or levies shall be stated separately in this Purchase Order. Buyer shall be responsible to pay only for such taxes as are approved in the Purchase Order and separately stated in Seller's invoice.

17. **TERMINATION** – (A) Without cause – Buyer shall have the right to terminate this Purchase Order for convenience in whole, or, from time to time, in part. In such event, and provided the items ordered are not standard commercial items, Buyer's sole and maximum liability shall be limited to payment (1) for completed and delivered items at Purchase Order price, and (2) of costs directly attributable to incomplete items, plus a profit thereon, not to exceed eight (8) percent. Buyer shall have the right to delivery of items partially fabricated and to all unused material and inventory acquired and included in Seller's claim, or to credit for the agreed value thereof. If the items ordered are standard commercial items, Buyer shall have the right to terminate the Purchase Order for convenience, in whole, or, from time to time, in part, without any obligation or liability whatsoever, except for payment of items delivered prior to such termination.

(B) With cause – If Seller fails to make any deliver in accordance with the agreed delivery date or schedule, fails to observe or comply with any of the other instructions, terms, conditions, or warranties applicable to this Purchase Order, fails to make progress so as to endanger performance of the Purchase Order, or, in the event that Seller becomes insolvent, any proceedings are commenced by or against Seller in bankruptcy or insolvency, a receiver or trustee is appointed, or an assignment for the benefit of creditors is made, Buyer may, in addition to any other right or remedy provided by this Purchase Order or by Law, terminate all of any part of this Purchase Order by written notice to Seller, without any liability of Buyer to Seller on account thereof.

In the event of termination for cause, Buyer may produce or purchase, or otherwise acquire, such items or work elsewhere on such terms or in such manner as Buyer may deem appropriate, and Seller shall be liable to Buyer for any excess cost or other expenses incurred or damages suffered by Buyer.

18. **SUSPENSION OF WORK** – Buyer may order Seller in writing to suspend, delay, or interrupt all or any part of the work for a period not to exceed ninety (90) consecutive days. An equitable adjustment shall be made for any verifiable increase in cost of performance of the Purchase Order (excluding profit) necessarily caused by suspensions beyond ninety (90) days. An equitable adjustment shall also be made in any verifiable extension to the delivery or performance dates necessarily caused by suspensions beyond ninety (90) days. However, no adjustment shall be made for any suspension, delay, or interruptions to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of Seller. Also, no adjustment shall be made under this clause for any suspension, delay, or interruption for which an equitable adjustment is provided for or excluded under any other provision of this Purchase Order. No claim under this clause shall be allowed unless the claim, in an amount stated, is asserted in writing within thirty (30) days after the termination of such suspension, delay, or interruption.

19. **INDEMNIFICATION AND INSURANCE** – If Seller's agents, employees, or subcontractors enter upon premises occupied by or under the control of Buyer, or any of its customers or suppliers, in the course of the performance of this Purchase Order, Seller shall take all necessary precautions to prevent the occurrence of any injury (including death) to any person or any damage to any property arising out of any acts or omissions of Seller, or any of Seller's agents, employees, or subcontractors, except for injury or damage due solely and directly to Buyer's negligence. Seller shall defend, indemnify, and hold Buyer harmless from and against any suits, liabilities, losses, damages, claims, causes of action, and expenses (including reasonable attorneys' fees), arising out of or connected with any act or omission with respect to this Purchase Order of Seller, its agents, employees, or subcontractors. Seller shall maintain such commercial general liability, automobile liability, property damage, workman's compensation, and employer's liability insurance as will protect Buyer from any of said risks and from any claims under any applicable workman's compensation acts or as directed by Buyer. If performance under this Purchase Order includes the transportation of hazardous or toxic chemicals, materials, substances, or any other pollutants, Seller shall provide Hazardous Transporters Pollution Liability Insurance (MCS-90 or equivalent) appropriate to cover such activities in an amount not less than Ten Million Dollars (\$10,000,000) combined single limit per occurrence and in the aggregate for bodily injury, property damage and remediation. Upon request of Buyer, Seller shall furnish Buyer with certificates of such insurance, which will provide that at least thirty (30) days' prior notice, in writing, shall be given to Buyer of cancellation or reduction of coverage, and will name Buyer as an additional insured on such policies.

20. **TITLE AND RISK OF LOSS** – Except as otherwise expressly provided herein, title to and risk of loss or damage to all items shipped by Seller to Buyer shall pass to Buyer upon acceptance at the destination point designated on the face of this Purchase Order. Cost of all return shipments, including risk of loss therefor, for whatever reason returned, shall be borne by Seller, with title and risk of loss deemed to have remained with Seller and never having passed to Buyer.

21. **WAIVER OF TERMS AND CONDITIONS** – The failure of Buyer, in any one or more instances, to insist upon performance of any of the terms or conditions of this Purchase Order, or to exercise any right or privilege contained in this Purchase Order, or the waiver of any breach of the terms or conditions of this Purchase Order, shall not be construed as thereafter waiving any such terms, conditions, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

22. **WARRANTIES – SELLER WARRANTS THAT THE ITEMS AND WORK DESCRIBED HEREIN SHALL BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS, SHALL STRICTLY CONFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, AND APPROVED SAMPLES, IF ANY, INCLUDING PERFORMANCE SPECIFICATIONS, AND SHALL BE OF MERCHANTABLE QUALITY AND FIT FOR THE PURPOSE FOR WHICH PURCHASED AND, IF OF SELLER'S DESIGN, SHALL BE FREE FROM DESIGN DEFECTS.** These warranties shall be in addition to any other warranties, express, implied, or statutory, applicable to this Purchase Order. All warranties shall run to Buyer, its customers, and subsequent users or owners of the items or the end products of which they are a part. Seller agrees, at its expense, to defend or assist in the defense of any action, at Buyer' option, against Buyer, its customers, or subsequent users, insofar as such action is based upon the breach or alleged breach of any of the foregoing warranties. Seller hereby agrees to defend, indemnify, and hold Buyer, its customers, and subsequent users or owners harmless from and against all liabilities, loss, costs, damages, and expenses, including reasonable attorneys' fees, resulting from any breach of the foregoing warranties. Notice of any breach of warranty shall be deemed sufficient if given to Seller within ninety (90) days after discovery thereof.

23. **GOVERNMENT CONTRACT** – In the event that this Purchase Order bears a governmental contract number on the designation "Government" on the face hereof, this order and the contract resulting therefrom shall be subject to all applicable provisions of, and shall be deemed to contain and have incorporated herein, all clauses and provisions required by the terms of the government contract under which, or for which, this Purchase Order is issued and by any applicable federal laws and regulations.

24. **INDEPENDENT CONTRACTOR** – All work to be performed by Seller hereunder shall be performed as an independent contractor and not as an employee or agent of Buyer, and entirely at the risk of Seller.

25. **EVENTS BEYOND CONTROL OF PARTIES** – Neither party shall be liable to the other hereunder for any delay or failure of performance due to fire, earthquake, flood, explosion, accident, dispute with or inability to secure workmen, lack of material, lack of facilities, Act of God, voluntary or involuntary compliance with any valid or invalid law, order, regulation, request or recommendation of any governmental agency or authority, lack of transportation facilities, epidemic, pandemic, quarantine, or any other cause beyond its control and without its fault or negligence, provided, however, that when Seller has reason to believe that its performance hereunder as scheduled will thereby be affected, written notice setting forth the cause thereof and the extent of the delay shall be given immediately to Buyer.



Cleveland Electric Labs
1776 Enterprise Parkway
Twinsburg, OH 44087

P: [REDACTED]
F: [REDACTED]

Quotation: 211221

Contact:

P:

E:

Bill To:

102858

SCS ENGINEERS ACCTS PAYABLE

EMAIL INVOICES TO:

01SWACCOUNTSPAYABLE@SCSENGINEERS.COM 3900

KILROY AIRPORT WAY SUITE 100

LONG BEACH, CA 90806

Ship To:

SAM DEAN

SCS FIELD SERVICES

CHIQUITA WELLHEADS 2403 HILLTOWN PIKE

PERKASIE, PA 18944

United States

Order Note:

Terms	Ship Via	Shipping Expense	Sales Person	Quoted By
CIA	UPS - Ground FOB Twinsburg, OH		Jim Reinsel	Jim Reinsel

07/22/2024

Lead Time:

Line No.	Item No.	Qty	Unit Price	Unit of Measure	Extended Price
1	MGO-K-3-4-U-240-5-120-E-00-04-0 SCS	5	[REDACTED]	EA	[REDACTED]
	MGO-K-3-4-U-240-5-120-E-00-04-0				

Additional Description: UNGROUNDED JUNCTION, 240", TEFLON INSULATION STD TEMP TRANS (400 DEG F), 120", SS ADJ COMP FTG - 1/8" NPT, QUICK DISCONNECT PLUGS (THERMOCOUPLE)

T/C Type: K

Sheath: 316SS

GA/Dia: .125 (1/8)

Tolerance Limit: Special

Blue: Yes

Tag Logo: CEL Logo

Tagging: STANDARD

Serialization: None

2	MGO-K-3-4-U-480-5-120-E-00-04-0 SCS	1	[REDACTED]	EA	[REDACTED]
	MGO-K-3-4-U-480-5-120-E-00-04-0				

Additional Description: UNGROUNDED JUNCTION, 480", TEFLON INSULATION STD TEMP TRANS (400 DEG F), 120", SS ADJ COMP FTG - 1/8" NPT, QUICK DISCONNECT PLUGS (THERMOCOUPLE)

T/C Type: K

Sheath: 316SS

GA/Dia: .125 (1/8)

Tolerance Limit: Special

Blue: Yes

Tag Logo: CEL Logo

Tagging: STANDARD

Serialization: None

3	MGO-K-3-4-U-720-5-120-E-00-04-0 SCS	5	[REDACTED]	EA	[REDACTED]
	MGO-K-3-4-U-720-5-120-E-00-04-0				

Line No.	Item No.	Qty	Unit Price	Unit of Measure	Extended Price
Additional Description: UNGROUNDED JUNCTION, 720", TEFLON INSULATION STD TEMP TRANS (400 DEG F), 120", SS ADJ COMP FTG - 1/8" NPT, QUICK DISCONNECT PLUGS (THERMOCOUPLE) T/C Type: K Sheath: 316SS GA/Dia: .125 (1/8) Tolerance Limit: Special Blue: Yes Tag Logo: CEL Logo Tagging: STANDARD Serialization: None					
4	MGO-K-3-4-U-960-5-120-E-00-04-0 SCS	1		EA	
	MGO-K-3-4-U-960-5-120-E-00-04-0				
Additional Description: UNGROUNDED JUNCTION, 960", TEFLON INSULATION STD TEMP TRANS (400 DEG F), 120", SS ADJ COMP FTG - 1/8" NPT, QUICK DISCONNECT PLUGS (THERMOCOUPLE) T/C Type: K Sheath: 316SS GA/Dia: .125 (1/8) Tolerance Limit: Special Blue: Yes Tag Logo: CEL Logo Tagging: STANDARD Serialization: None					
5	MGO-K-3-4-U-XXX-5-120-E-00-04-0 SCS (87FT)	1		EA	
	MGO-K-3-4-U-XXX-5-120-E-00-04-0				
Additional Description: UNGROUNDED JUNCTION, XXX", TEFLON INSULATION STD TEMP TRANS (400 DEG F), 120", SS ADJ COMP FTG - 1/8" NPT, QUICK DISCONNECT PLUGS (THERMOCOUPLE) XXX=87 FT (1044IN) T/C Type: K Sheath: 316SS GA/Dia: .125 (1/8) Tolerance Limit: Special Blue: Yes Tag Logo: CEL Logo Tagging: STANDARD Serialization: None					
6	MGO-K-3-4-U-XXX-5-120-E-00-04-0 SCS (92FT)	1		EA	
	MGO-K-3-4-U-XXX-5-120-E-00-04-0				
Additional Description: UNGROUNDED JUNCTION, XXX", TEFLON INSULATION STD TEMP TRANS (400 DEG F), 120", SS ADJ COMP FTG - 1/8" NPT, QUICK DISCONNECT PLUGS (THERMOCOUPLE) XXX=92FT(1104IN) T/C Type: K Sheath: 316SS GA/Dia: .125 (1/8) Tolerance Limit: Special Blue: Yes Tag Logo: CEL Logo Tagging: STANDARD Serialization: None					
7	MGO-K-3-4-U-XXX-5-120-E-00-04-0 SCS (100FT)	3		EA	
	MGO-K-3-4-U-XXX-5-120-E-00-04-0				
Additional Description: UNGROUNDED JUNCTION, XXX", TEFLON INSULATION STD TEMP TRANS (400 DEG F), 120", SS ADJ COMP FTG - 1/8" NPT, QUICK DISCONNECT PLUGS (THERMOCOUPLE) XXX=100FT(1200IN) T/C Type: K Sheath: 316SS GA/Dia: .125 (1/8) Tolerance Limit: Special Blue: Yes Tag Logo: CEL Logo Tagging: STANDARD Serialization: None					

Line No.	Item No.	Qty	Unit Price	Unit of Measure	Extended Price
8	MGO-K-3-4-U-XXX-5-120-E-00-04-0 SCS (115FT)	1		EA	
	MGO-K-3-4-U-XXX-5-120-E-00-04-0				
Additional Description: UNGROUNDED JUNCTION, XXX", TEFLON INSULATION STD TEMP TRANS (400 DEG F), 120", SS ADJ COMP FTG - 1/8" NPT, QUICK DISCONNECT PLUGS (THERMOCOUPLE) XXX=115FT(1380IN) T/C Type: K Sheath: 316SS GA/Dia: .125 (1/8) Tolerance Limit: Special Blue: Yes Tag Logo: CEL Logo Tagging: STANDARD Serialization: None					
9	MGO-K-3-4-U-XXX-5-120-E-00-04-0 SCS (120FT)	1		EA	
	MGO-K-3-4-U-XXX-5-120-E-00-04-0				
Additional Description: UNGROUNDED JUNCTION, XXX", TEFLON INSULATION STD TEMP TRANS (400 DEG F), 120", SS ADJ COMP FTG - 1/8" NPT, QUICK DISCONNECT PLUGS (THERMOCOUPLE) XXX=120FT(1440IN) T/C Type: K Sheath: 316SS GA/Dia: .125 (1/8) Tolerance Limit: Special Blue: Yes Tag Logo: CEL Logo Tagging: STANDARD Serialization: None					
10	MGO-K-3-4-U-XXX-5-120-E-00-04-0 SCS (130FT)	1		EA	
	MGO-K-3-4-U-XXX-5-120-E-00-04-0				
Additional Description: UNGROUNDED JUNCTION, XXX", TEFLON INSULATION STD TEMP TRANS (400 DEG F), 120", SS ADJ COMP FTG - 1/8" NPT, QUICK DISCONNECT PLUGS (THERMOCOUPLE) XXX= 130FT (1560IN) T/C Type: K Sheath: 316SS GA/Dia: .125 (1/8) Tolerance Limit: Special Blue: Yes Tag Logo: CEL Logo Tagging: STANDARD Serialization: None					
11	MGO-K-3-4-U-XXX-5-120-E-00-04-0 SCS (140FT)	1		EA	
	MGO-K-3-4-U-XXX-5-120-E-00-04-0				
Additional Description: UNGROUNDED JUNCTION, XXX", TEFLON INSULATION STD TEMP TRANS (400 DEG F), 120", SS ADJ COMP FTG - 1/8" NPT, QUICK DISCONNECT PLUGS (THERMOCOUPLE) XXX=140FT(1680IN) T/C Type: K Sheath: 316SS GA/Dia: .125 (1/8) Tolerance Limit: Special Blue: Yes Tag Logo: CEL Logo Tagging: STANDARD Serialization: None					
12	MGO-K-3-4-U-XXX-5-120-E-00-04-0 SCS (160FT)	1		EA	
	MGO-K-3-4-U-XXX-5-120-E-00-04-0				

Line No.	Item No.	Qty	Unit Price	Unit of Measure	Extended Price
Additional Description: UNGROUNDED JUNCTION, XXX", TEFLON INSULATION STD TEMP TRANS (400 DEG F), 120", SS ADJ COMP FTG - 1/8" NPT, QUICK DISCONNECT PLUGS (THERMOCOUPLE) XXX=160FT(1920IN) T/C Type: K Sheath: 316SS GA/Dia: .125 (1/8) Tolerance Limit: Special Blue: Yes Tag Logo: CEL Logo Tagging: STANDARD Serialization: None					

Total

Thank you for the opportunity to quote. If you have any questions, please contact the 'Quoted By' person referenced above. Please also reference our QUOTATION NUMBER on your purchase order.

Quote valid for 30 days. Products containing Platinum and/or Rhodium are subject to change. Please confirm current pricing at time of order. Due to Nickel price volatility, items may be adjusted at time of order and/or line-item surcharge applied, as necessary. Freight charges and taxes are not included in quote price. Stated lead time does not include transit and is subject to material availability at time of order. Spools of wire are shipped +/- 10% of order quantity. Any changes in quantity or item deletions may require new quotation. Any typographical errors are not binding.

Cleveland Electric Laboratories provides statements of compliance by applying a simple acceptance decision rule as defined in ILAC G8.09/2019. In applying this decision rule, the TUR (test uncertainty ratio) shall be equal to or greater than 1:1 and equal to or greater than 4:1 whenever practicable. Cleveland Electric Laboratories' default decision rule results in a worst-case estimated probability of false accept (PFA) of < 50%. If you require an alternate decision rule, please contact Cleveland Electric Laboratories with your request. Note: customer decision rules may result in a cost alteration to your calibration services.

ATTACHMENT 2 – COMPONENTS 2 & 3 - DOWN-WELL LEVEL TRANSDUCER AND TOP-MOUNTED PRESSURE TRANSDUCER

From: [Sedillo, Dana](#)
To: [James Cagwin - Miller Energy](#)
Cc: [Dean, Samuel](#)
Subject: RE: Chiquita quotes
Date: Tuesday, July 23, 2024 5:32:05 PM
Attachments: [07-RMC00551R Miller.pdf](#)

Hi James,

See the attached revised PO 07-RMC00551R

Thank You,

Dana Sedillo
Project Coordinator
SCS RMC
[REDACTED]

Driven by Client Success

www.scsengineers.com

From: James Cagwin - Miller Energy [REDACTED]
Sent: Monday, July 22, 2024 2:43 PM
To: Sedillo, Dana [REDACTED]
Cc: Dean, Samuel [REDACTED]
Subject: Re: Chiquita quotes

This email originated from outside of SCS Engineers. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dana,

This just came through. Please see attached updated quote. Would it be possible to add to this order so it is one order and not two separate orders?

Thank you,

James Cagwin
Miller Energy, Inc.
505 Gordon Dr.
Exton, PA 19341
Cell: [REDACTED]
Office: [REDACTED]
[Miller Energy Linecard](#)

On Mon, Jul 22, 2024 at 5:38 PM Sedillo, Dana [REDACTED]
wrote:

Hi James,

Please proceed with the processing of the items on the attached PO.
I will send a separate PO for the remaining items we are waiting for.

Thank You,

Dana Sedillo
Project Coordinator
SCS RMC
[REDACTED]

Driven by Client Success

www.scsengineers.com

From: James Cagwin - Miller Energy [REDACTED]

Sent: Monday, July 22, 2024 11:34 AM

To: Sedillo, Dana [REDACTED]

Cc: Dean, Samuel [REDACTED]

Subject: Re: Chiquita quotes

This email originated from outside of SCS Engineers. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Nothing yet, I've pinged them again for an update. Germany is closed by now. They are 6 hours ahead of us.

James Cagwin Miller Energy Cell: [REDACTED]

Ph: [REDACTED]

www.millerenergy.com

On Mon, Jul 22, 2024 at 2:29 PM Sedillo, Dana [REDACTED]
wrote:

Hi James!

Hope you had a nice weekend.

Any word from Germany?

Thank You,

Dana Sedillo
Project Coordinator
SCS RMC

[REDACTED]

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www.scsengineers.com

From: James Cagwin - Miller Energy [REDACTED]

Sent: Friday, July 19, 2024 2:10 PM

To: Sedillo, Dana [REDACTED]

Cc: Dean, Samuel [REDACTED]

Subject: Re: Chiquita quotes

This email originated from outside of SCS Engineers. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dana,

Please see attached partial quote. I'm waiting on the factory to get back to me on the down hole submersible pressure transmitters. The FEP cable makes them "custom" and requires me to go to them for pricing each time. I've already submitted it to the factory in Germany and have asked for a response by Monday. Hopefully they come through. I will update the quote ASAP.

Thanks and have a great weekend,

James Cagwin
Miller Energy, Inc.

[505 Gordon Dr.](#)
[Exton, PA 19341](#)

Cell: [REDACTED]

Office: [REDACTED]

[Miller Energy Linecard](#)

On Fri, Jul 19, 2024 at 11:35 AM Sedillo, Dana [REDACTED] wrote:

Hi James!

Happy Friday!

May we get quotes for the following?

- (6) Level Transducers - Wika IL-10 (rated 221F) – similar to the attached quote but with the following lengths
 - 180

- 157
 - 102
 - 132
 - 150
 - 97
-
- (6) Wellhead Pressure Transmitters - Wika IS-3, P/N 52990885 – similar to the attached quote but quantity 6

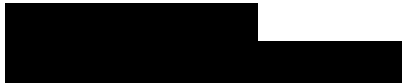
 - (6) Wika Cooling Towers - For Wika IS-3 sensor above, P/N 52827338

Please note Chiquita Wellheads on the quote.

Also, this is a time-sensitive project, so any push to get this going is much appreciated!

Thank You,

Dana Sedillo
Project Coordinator
SCS RMC



Driven by Client Success

www.scsengineers.com

SCS FIELD SERVICES**Purchase Order 07-RMC00551R**DATE **7/23/24**

TO	Miller Energy Inc dba	0223710	SHIP TO	Sam Dean	BILL TO	SCS Field Services
	Milmac Inc			Attn: Chiquita Wellheads		Accounts Payable
	MILMAC INC DBA MILLER ENERGY INC			2403 Hilltown Pike		3900 Kilroy Airport Way
	3200 S. Clinton Ave.			Perkasie, PA 18944		Suite 100
	South Plainfield, NJ 07080					Long Beach, CA 90806
	PHONE [REDACTED]					PHONE [REDACTED]
	FAX [REDACTED]					FAX [REDACTED]
	E-MAIL [REDACTED]					E-MAIL 07fsaccountspayable@scsengineers.com

P.O. NUMBER	ORDER DATE	BUYER	PAY TERMS	EXCESS RECV	EXCESS %	EXCESS AMOUNT
07-RMC00551R	7/23/24	Kessler Sweeney, Kim	45	N		

DESCRIPTION
quote SQ5025775
AGREEMENT TERMS

Vendor Acceptance:

BY SIGNING, VENDOR AGREES TO THE TERMS IN ARTICLES ON THE FOLLOWING PAGES OF THIS ORDER, AND ANY ADDITIONAL TERMS NOTED HEREIN.

By: _____

Date: _____

Seq	Description	Quantity	Unit Price	Net Amount	Due Date
1	Part No. 52990885 Wika Instrument	6.00 Each	[REDACTED]	[REDACTED]	1/18/2024
2	Part No. 52827338 Wika Instrument	6.00 Each	[REDACTED]	[REDACTED]	1/18/2024
3	Part No. 76216369 Wika Instrument	1.00 Each	[REDACTED]	[REDACTED]	1/18/2024
4	Part No. 76216370 Wika Instrument	2.00 Each	[REDACTED]	[REDACTED]	1/18/2024
5	Part No. 76216372 Wika Instrument	2.00 Each	[REDACTED]	[REDACTED]	1/18/2024
6	Part No. 76216374 Wika Instrument	1.00 Each	[REDACTED]	[REDACTED]	1/18/2024
7	Estimated tax and shipping	1.00 Each	[REDACTED]	[REDACTED]	1/18/2024

Total
[REDACTED]

GENERAL PROVISIONS OF PURCHASE ORDER

1. ACCEPTANCE – This Purchase Order represents the entire contract between Seller and SCS Engineers, hereinafter referred to as Buyer, notwithstanding any failure to sign and return the acknowledgment copy of this Purchase Order or Seller's use of any other acknowledgment form not signed by Buyer. It is expressly understood and agreed that Seller, by commencing work hereunder, accepts this Purchase Order as a binding contract and agrees to all of the terms and conditions hereof. No change, modification, revision, or addition to this Purchase Order shall be valid and binding on Buyer unless in writing and signed by an authorized representative of Buyer.

2. ASSIGNMENT – This Purchase Order shall not be assignable by Seller, voluntary or involuntarily, nor shall a subcontract be made with, or other delegation of duties made to, any other party for the furnishing of any of the completed or substantially completed items of work covered by this Purchase Order, without Buyer's prior written consent. Any such attempted assignment or delegation shall be void and ineffective.

3. BUYER'S PROPERTY – All property used by Seller but owned, furnished, or charged to or paid for by Buyer, including, but not limited to, materials, tools, dies, jigs, patterns, fixtures, equipment, and any replacement thereof, shall be the property of Buyer, subject to removal and inspection by Buyer at any time, without cost or expense to Buyer. All such property shall be identified and marked as Buyer's property, used only for this Purchase Order, and adequately insured for Buyer's protection. Seller shall assume all liability for and maintain and repair such property, and remove or return the same to Buyer in good condition, reasonable wear and tear excepted, and except for the utilization of the property in accordance with the provisions of the Purchase Order.

4. CHANGES – Buyer shall have the right at any time to make changes in the drawings, designs, specifications, quantities, delivery schedules, methods of shipment or packaging, and place of inspection, acceptance and/or point of delivery of any items or work covered by the Purchase Order. No change shall be effective unless authorized in writing by Buyer. If such changes result in delay or an increase or decrease in expense to Seller, Seller shall notify Buyer immediately; provided, however, the Seller shall, in all events, proceed diligently to perform the work or supply the items contracted for under this Purchase Order, as so changed.

5. COMPLIANCE WITH LAWS – Seller shall comply with all applicable federal, state, and local laws, executive orders, and regulations in performing this Purchase Order. On request, Seller shall furnish Buyer with certificates of compliance concerning any or all such laws, orders, and regulations. Seller hereby agrees to defend, indemnify, and hold Buyer harmless of and from any and all costs, damages, penalties, fines, and expenses (including necessary attorney's fees) suffered or occasioned by Buyer, directly or indirectly, through any failure of Seller to comply with any such law, regulations, or order.

6. EQUAL EMPLOYMENT OPPORTUNITY – Seller hereby agrees to comply with the provisions set forth in Paragraphs (1) through (7) of Section 202 of Executive Order 11246, as amended, and the same shall be deemed incorporated herein by reference. Seller further agrees that it will not discriminate on the basis of race, creed, color, age, sex, national origin or any other basis prohibited by law.

7. HEALTH AND SAFETY – All items to be supplied and services rendered hereunder by Seller shall conform in all respects to the requirements of all applicable laws and governmental health and safety regulations, including regulations administered under the provisions of the Occupational Safety and Health Act.

8. DELIVERY – Seller shall follow the delivery schedule shown on the face hereof and shall not make deliveries later or substantially earlier than the dates shown. If any items are shipped substantially in advance of scheduled delivery dates, Buyer may return or store them at Seller's expense. If Seller does not adhere to the delivery schedule, Buyer may either agree to a revised delivery schedule or terminate this order, without liability to Buyer, for cause, as provided below. Time shall be considered of the essence in the performance of this order by Seller.

9. DRAWINGS, SPECIFICATIONS, AND TECHNICAL INFORMATION – All drawings, data, designs, inventions, and other technical information supplied by Buyer to Seller shall remain Buyer's property and shall be held in confidence by Seller. Such information shall not be reproduced, used, or disclosed to others by Seller, without Buyer's prior written consent, and shall be returned to buyer upon completion of this Purchase Order or upon demand. Any information that Seller may disclose to Buyer with respect to the design, manufacture, sale, or use of the items covered by this Purchase Order shall be deemed to have been disclosed as part of the consideration for this Purchase Order, and Seller shall not assert any claim against Buyer by reason of Buyer's use thereof. Seller agrees to defend and indemnify Buyer for all cost, liability, expense (including attorney's fees) for infringement of any patent, trademark, copyright, proprietary rights or data rights utilized by Seller.

10. INSPECTION AND ACCEPTANCE – Unless otherwise specified herein, all items will be subject to final inspection and acceptance at Buyer's plant or other designated destination, notwithstanding any prior payment or inspection and acceptance. Buyer may, at its option, hold any rejected items for Seller's instructions and at Seller's risk, or return them to Seller at Seller's expense, and Seller shall promptly reimburse Buyer for any and all damages sustained by Buyer as a result of Seller's breach of its obligations hereunder. No replacement or correction of rejected items shall be made, unless otherwise agreed and specified by Buyer. All rejects will be charged back at full billing price, plus the cost of inbound and out bound freight and handling.

11. LEGAL CONSTRUCTION – This Purchase Order shall be construed under and shall be subject to the laws of the State of Virginia.

12. LIENS – All items shall be delivered hereunder, and all property to be returned to Buyer shall be kept, at all times, free and clear of any and all liens and encumbrances whatsoever, and sell shall defend, indemnify, and hold Buyer harmless from and against all claims and liens of any and all persons or firms, based upon the furnishing of labor and/or materials in connection with the items or work ordered hereby.

13. PACKING, SHIPPING, AND INSURANCE – No charges will be allowed by Buyer for boxing, wrapping, cartage, or storage other

than those specified in this Purchase Order. Seller shall timely ship all items by secure, insured and protected transportation safeguarding against damage. Delivery will be F.O.B. destination unless otherwise specified in this Purchase Order.

14. PATENT PROTECTION – To the extent that the items covered by this Purchase Order are manufactured pursuant to designs not originated by Buyer, Seller shall indemnify and hold Buyer, its representatives, and customers harmless from and against any expense (including attorney's fees), claims, cost, loss, damage, or liability for infringement or alleged infringement of any patents, copyrights or other proprietary rights with respect to such items and their process of manufacture, and Seller hereby agrees at its own expense to defend or assist in the defense of, at Buyer's option, any action in which such infringement is alleged with respect to the manufacture, sale, or use of such items delivered hereunder. Any reports, drawings, renderings, source and object code, algorithms, routines, formulae, programming, software and other works and documents ("Works") provided to Seller by Buyer or its employees, consultants, subcontractors or agents, and all intellectual property ("IP") rights in the same, shall be owned exclusively by Buyer. Additionally this Purchase Order shall operate as an irrevocable transfer and assignment to Buyer of all right, title, and interest, including all copyrights, in and to any IP, Works, and forms of expression and communication now known or later developed, conceived or created as part of Seller's performance under this Purchase Order.

15. PAYMENT – Invoices will be paid within forty-five (45) days after receipt and acceptance of the items, completion and acceptance of the work and receipt of a correct invoice. Discount periods will be computed from either the date of delivery of the items ordered, plus three days' allowance for inspection, or the date of receipt of correct invoices prepared in accordance with the terms of Buyer's order, whichever date is later.

16. TAXES – The price includes all Federal, state, and local taxes, duties or levys of any nature. All such taxes, duties or levys shall be stated separately in this Purchase Order. Buyer shall be responsible to pay only for such taxes as are approved in the Purchase Order and separately stated in Seller's invoice, for the items and the work.

17. TERMINATION – (A) Without cause – Buyer shall have the right to terminate this Purchase Order for convenience in whole, or, from time to time, in part. In such event, and provided the items ordered are not standard commercial items, Buyer's sole and maximum liability shall be limited to payment (1) for completed and delivered items at Purchase Order price, and (2) of costs directly attributable to payments, if any, for incomplete items plus a profit thereon, not to exceed 5 percent. Buyer shall have the right to delivery of items partially fabricated and to all unused material and inventory acquired and included in Seller's claim, or to credit for the agreed value thereof. If the items ordered are standard commercial items, Buyer shall have the right to terminate the Purchase Order for convenience, in whole, or, from time to time, in part, without any obligation or liability whatsoever, except for payment of items delivered prior to such termination.

(B) With cause- If Seller Fails to make any deliver in accordance with the agreed delivery date or schedule, fails to observe or comply with any of the other instructions, terms, conditions, or warranties applicable to this Purchase Order, fails to make progress so as to endanger performance of the Purchase Order, or, in the event that Seller becomes insolvent, any proceedings are commenced by or against Seller in bankruptcy or insolvency, a receiver or trustee is appointed, or an assignment for the benefit of creditors is made, Buyer may, in addition to any other right or remedy provided by this Purchase Order or by Law, terminate all of any part of this Purchase Order by notice to Seller, without any liability of Buyer to Seller on account thereof.

In the event of termination for cause, Buyer may produce or purchase, or otherwise acquire, such items or work elsewhere on such terms or in such manner as Buyer may deem appropriate, and Seller shall be liable to Buyer for any excess cost or other expenses incurred or damages suffered by Buyer.

18. SUSPENSION OF WORK – Buyer may order Seller in writing to suspend, delay, or interrupt all or any part of the work for a period not to exceed ninety (90) consecutive days. An adjustment may be made for any verifiable increase in cost of performance of the Purchase Order (excluding profit) necessarily caused suspensions beyond ninety (90) days. However, no adjustment shall be made for any suspension, delay, or interruptions to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of Seller. Also, no adjustment shall be made under this clause for any suspension, delay, or interruption for which an equitable adjustment is provided for or excluded under any other provision of this contract. No claim under this clause shall be allowed unless the claim, in an amount stated, is asserted in writing within thirty (30) days after the termination of such suspension, delay, or interruption.

19. INDEMNIFICATION AND INSURANCE – If Seller's agent, employees, or subcontractors enter upon premises occupied by or under the control of Buyer, or any of its customers or supplies, in the course of the performance of this Purchase Order, Seller shall take all necessary precautions to prevent the occurrence of any injury (including death) to any person or any damage to any property arising out of any acts or omission of Seller's agents, employees, or subcontractors, except for injury or damage due solely and directly to Buyer's negligence. Seller shall defend, indemnify, and hold Buyer harmless from and against any suits, liabilities, losses, damages, claims, causes of action, and expenses (including attorneys' fees), arising out of or connected with any act or omission with respect to this Order of Seller, its agents, employees, or subcontractors. Seller shall maintain commercial general liability, automobile liability, property damage, and workman's compensation and employer's liability insurance as will protect Buyer from any of said risks and from any claims under any applicable workman's compensation acts or as directed by Buyer. If performance under this Purchase Order includes the transportation of hazardous or toxic chemicals, materials, substances, or any other pollutants, Seller shall provide Hazardous Transporters Pollution Liability Insurance (MCS-90 or equivalent) appropriate to cover such activities in an amount not less than Ten Million Dollars (\$10,000,000) combined single limit per occurrence and in the aggregate for bodily injury, property damage and remediation. Upon request of Buyer, Seller shall furnish Buyer with certificates of such insurance, which will provide that at least thirty (30) days' prior notice, in writing, shall be given to Buyer of cancellation or reduction of coverage, and will name Buyer as an additional insured on such policies.

20. TITLE AND RISK OF LOSS – Except as otherwise expressly provided herein, title to and risk of loss or damage to all items

shipped by Seller to Buyer shall pass to Buyer upon acceptance at the destination point designated on the face of this order. Cost of all return shipments, including risk of loss therefore, for whatever reason returned, shall be borne by Seller.

21. WAIVER OF TERMS AND CONDITIONS – The failure of Buyer, in any one or more instances, to insist upon performance of any of the terms or conditions of this order, or to exercise any right or privilege contained in this order, or the waiver of any breach of the terms or conditions of this order, shall not be construed as thereafter waiving any such terms, conditions, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

22. WARRANTIES – SELLER WARRANTS THAT THE ITEMS AND WORK DESCRIBED HEREIN SHALL BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS, SHALL STRICTLY CONFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, AND APPROVED SAMPLES, IF ANY, INCLUDING PERFORMANCE SPECIFICATIONS, AND SHALL BE OF MERCHANTABLE QUALITY AND FIT FOR THE PURPOSE FOR WHICH PURCHASED AND, IF OF SELLER'S DESIGN, SHALL BE FREE FROM DESIGN DEFECTS. These warranties shall be, in addition to any other warranties, express, implied, or statutory, applicable to this order. All warranties shall run to Buyer, its customers, and subsequent users or owners of the items or the end products of which they are a part. Seller agrees, at its expense, to defend or assist in the defense of any action, Buyer' option, against Buyer, its customers, or subsequent users, insofar as such action is based upon the breach or alleged breach of any of the foregoing warranties. Seller hereby agrees to defend, indemnify, and hold Buyer, its customers, and subsequent users or owners harmless from and against all liabilities, loss, costs, damages, and expenses, including reasonable attorney's fees, resulting from any breach of the foregoing warranties.

23. GOVERNMENT CONTRACT – In the event that this Purchase Order bears a governmental contract number on the designation "Government" on the face hereof, this order and the contract resulting therefrom shall be subject to all applicable provisions of, and shall be deemed to contain and have incorporated herein, all clauses and provisions required by the terms of the government contract under which, or for which, this Purchase Order is issued and by any applicable federal laws and regulations.

24. INDEPENDENT CONTRACTOR – All work to be performed by Seller hereunder shall be performed as an independent contractor and not as an employee or agent of Buyer, and entirely at the risk of Seller.

25. EVENTS BEYOND CONTROL OF PARTIES – Neither party shall be liable to the other hereunder for any delay or failure of performance due to fire, earthquake, flood, explosion, accident, dispute with or inability to secure workmen, lack of material, lack of facilities, Act of God, voluntary or involuntary compliance with any valid or invalid law, order, regulation, request or recommendation of any governmental agency or authority, lack of transportation facilities, or any other cause beyond its control and without its fault or negligence, provided, however, that when Seller has reason to believe that its performance hereunder as scheduled will thereby be affected written notice setting forth the cause thereof and the extent of the delay shall be given immediately to Buyer.



505 Gordon Drive
Exton, PA 19341-1252

TEL: [REDACTED]

FAX: [REDACTED]

Quotation For:

SCS Engineers

3900 Kilroy Airport Way

Suite 100

Long Beach, CA 90806-6816

Attn: Dana Sedillo

Phone: [REDACTED]

QUOTATION SQ5025775

PAGE 1

DATE 7/22/2024

PROJECT REFERENCE Chiquita Wellheads

VALIDITY 30 Days

PAYMENT TERMS NET 45 DAYS

LEAD TIME 6 WEEKS -7 WEEKS

SHIPPING TERMS

ACCOUNT MANAGER James Cagwin

PREPARED BY James Cagwin

ITEM	QTY	Description	UNIT PRICE	EXTENDED PRICE
1	6	Wika Instrument Corp. Part No. 52990885 IS-3 -100...100 inWC; 1/4" NPT 4-20mA 2-wire @ 11...30 V DC, Accuracy: 0.25% of span Material of Wetted Parts: stainless steel Adjustability: Zero/span adjustable Field case, conduit 1/2 NPT female with spring clip terminal UB=1, 0V=2 permitted media temperature: -20...+80°C Approvals: ATEX/IECEX/FM/CSA Additional certifications: without Specifications according to data sheet: PE 81.58	[REDACTED]	[REDACTED]

[Product Catalog](#)



ITEM	QTY	Description	UNIT PRICE	EXTENDED PRICE
2	6	Wika Instrument Corp. Part No. 52827338 910.32.100 Miniature Cooling Adaptor 1/4 F x 1/4 M	[REDACTED]	[REDACTED]

[Product Catalog](#)





505 Gordon Drive
Exton, PA 19341-1252
TEL: [REDACTED]
FAX: [REDACTED]

Quotation For:

SCS Engineers
3900 Kilroy Airport Way
Suite 100
Long Beach, CA 90806-6816
Attn: Dana Sedillo
Phone: [REDACTED]

QUOTATION SQ5025775

PAGE 2

DATE 7/22/2024

PROJECT REFERENCE Chiquita Wellheads
VALIDITY 30 Days
PAYMENT TERMS NET 45 DAYS
LEAD TIME 6 WEEKS -7 WEEKS
SHIPPING TERMS
ACCOUNT MANAGER James Cagwin
PREPARED BY James Cagwin

ITEM	QTY	Description	UNIT PRICE	EXTENDED PRICE
3	1	Wika Instrument Corp. Part No. 76216369 Intrinsically safe Level Probe Model IL-10 Submersible Liquid Level Transmitter Specifications according to data sheet: PE 81.23 Power Supply: DC 10 ... 30 V Output signal: 4 ... 20 mA, 2-wire Ingress Protection: IP 68 Pressure Range: 0 ... 50 psi Process Connection: G 1/2 B Special Design Features: Hastelloy with FEP Cable Accuracy: 0.5% of span Cable Length: 60 m Approvals: I M1, II 1G, II 1/2G, II 2G, II 1D per ATEX/IECEX incl. CSA **This item is made to order, therefore it is non- returnable and non-cancellable. *** THIS UNIT TO COVER THE 180 FT***	[REDACTED]	[REDACTED]

[Product Catalog](#)





505 Gordon Drive
Exton, PA 19341-1252

TEL: [REDACTED]

FAX: [REDACTED]

Quotation For:

SCS Engineers

3900 Kilroy Airport Way

Suite 100

Long Beach, CA 90806-6816

Attn: Dana Sedillo

Phone: [REDACTED]

QUOTATION SQ5025775

PAGE 3

DATE 7/22/2024

PROJECT REFERENCE Chiquita Wellheads

VALIDITY 30 Days

PAYMENT TERMS NET 45 DAYS

LEAD TIME 6 WEEKS -7 WEEKS

SHIPPING TERMS

ACCOUNT MANAGER James Cagwin

PREPARED BY James Cagwin

ITEM	QTY	Description	UNIT PRICE	EXTENDED PRICE
4	2	Wika Instrument Corp. Part No. 76216370 Intrinsically safe Level Probe Model IL-10 Submersible Liquid Level Transmitter Specifications according to data sheet: PE 81.23 Power Supply: DC 10 ... 30 V Output signal: 4 ... 20 mA, 2-wire Ingress Protection: IP 68 Pressure Range: 0 ... 50 psi Process Connection: G 1/2 B Special Design Features: Hastelloy with FEP Cable Accuracy: 0.5% of span Cable Length: 50 m Approvals: I M1, II 1G, II 1/2G, II 2G, II 1D per ATEX/IECEX incl. CSA **This item is made to order, therefore it is non- returnable and non-cancellable. *** THIS UNIT TO COVER THE 157 AND 150 FT***	[REDACTED]	[REDACTED]

[Product Catalog](#)





505 Gordon Drive
Exton, PA 19341-1252
TEL: [REDACTED]
FAX: [REDACTED]

Quotation For:
SCS Engineers
3900 Kilroy Airport Way
Suite 100
Long Beach, CA 90806-6816
Attn: Dana Sedillo
Phone: [REDACTED]

QUOTATION SQ5025775

PAGE 4

DATE 7/22/2024

PROJECT REFERENCE Chiquita Wellheads
VALIDITY 30 Days
PAYMENT TERMS NET 45 DAYS
LEAD TIME 6 WEEKS -7 WEEKS
SHIPPING TERMS
ACCOUNT MANAGER James Cagwin
PREPARED BY James Cagwin

ITEM	QTY	Description	UNIT PRICE	EXTENDED PRICE
5	2	Wika Instrument Corp. Part No. 76216372 Intrinsically safe Level Probe Model IL-10 Submersible Liquid Level Transmitter Specifications according to data sheet: PE 81.23 Power Supply: DC 10 ... 30 V Output signal: 4 ... 20 mA, 2-wire Ingress Protection: IP 68 Pressure Range: 0 ... 50 psi Process Connection: G 1/2 B Special Design Features: Hastelloy with FEP Cable Accuracy: 0.5% of span Cable Length: 40 m Approvals: I M1, II 1G, II 1/2G, II 2G, II 1D per ATEX/IECEX incl. CSA **This item is made to order, therefore it is non- returnable and non-cancellable. *** THIS UNIT TO COVER THE 132 AND 102 FT***	[REDACTED]	[REDACTED]

[Product Catalog](#)





505 Gordon Drive
Exton, PA 19341-1252

TEL: [REDACTED]

FAX: [REDACTED]

Quotation For:

SCS Engineers

3900 Kilroy Airport Way

Suite 100

Long Beach, CA 90806-6816

Attn: Dana Sedillo

Phone: [REDACTED]

QUOTATION SQ5025775

PAGE 5

DATE 7/22/2024

PROJECT REFERENCE Chiquita Wellheads

VALIDITY 30 Days

PAYMENT TERMS NET 45 DAYS

LEAD TIME 6 WEEKS - 7 WEEKS

SHIPPING TERMS

ACCOUNT MANAGER James Cagwin

PREPARED BY James Cagwin

ITEM	QTY	Description	UNIT PRICE	EXTENDED PRICE
6	1	Wika Instrument Corp. Part No. 76216374 Intrinsically safe Level Probe Model IL-10 Submersible Liquid Level Transmitter Specifications according to data sheet: PE 81.23 Power Supply: DC 10 ... 30 V Output signal: 4 ... 20 mA, 2-wire Ingress Protection: IP 68 Pressure Range: 0 ... 50 psi Process Connection: G 1/2 B Special Design Features: Hastelloy with FEP Cable Accuracy: 0.5% of span Cable Length: 30 m Approvals: I M1, II 1G, II 1/2G, II 2G, II 1D per ATEX/IECEx incl. CSA **This item is made to order, therefore it is non- returnable and non-cancellable. *** THIS UNIT TO COVER THE 97 FT***	[REDACTED]	[REDACTED]

[Product Catalog](#)



Total: [REDACTED]

General Terms:

- 1.) This proposal is subject to Miller Energy Standard Terms and Conditions.
- 2.) Product images are for reference purposes only.
- 3.) 3.75% Service Fee applied to all credit card payments.

Please address your Order as follows:

Miller Energy Inc.
505 Gordon Drive
Exton, PA 19341-1252

ATTACHMENT 3 – COMPONENT 4 - IIOT DEVICE

Dean, Samuel

From: Sedillo, Dana
Sent: Tuesday, July 2, 2024 2:19 PM
To: Christine Foster
Cc: Dean, Samuel; John Dezzi
Subject: RE: Ranger Quote
Attachments: SCS Field Services-Sedillo-SF-062824-01TFJD.doc.pdf; 07-RMC00544 NETS.pdf

Hi Tina,

See the attached PO 07-RMC00544
Please provide tracking when available.

Thank You,

Dana Sedillo
Project Coordinator
SCS RMC
[REDACTED]

Driven by Client Success

www.scsengineers.com

From: Christine Foster [REDACTED]
Sent: Friday, June 28, 2024 10:42 AM
To: Sedillo, Dana [REDACTED]
Cc: Dean, Samuel [REDACTED]; John Dezzi [REDACTED]
Subject: RE: Ranger Quote

This email originated from outside of SCS Engineers. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dana,
Attached above is the quote for your review.

Thank You,
Tina Foster

Tina Foster
Inside Sales



Txdaw| #ggxvuld#p rqlwulqj #lqg
frqwrq#rokwlrqv#ru#ryhu#3# hduv\$##
www.netechsales.com | Follow us on [LinkedIn](#)

171 Ruth Road, Harleysville PA 19438

Phone: [REDACTED]
Direct: [REDACTED]
E-Mail: [REDACTED]
www.netechsales.com

From: Sedillo, Dana [REDACTED]
Sent: Friday, June 28, 2024 1:25 PM
To: Christine Foster [REDACTED]
Cc: Dean, Samuel [REDACTED] John Dezzi [REDACTED]
Subject: Ranger Quote

Hi Tina,
May we please have a quote for the following?
• (6) RANGER-4DPak-Int-Modbus-NoSIM-N-N-N
Please note Chiquita Landfill on the quote.

Thank You,

Dana Sedillo
Project Coordinator
SCS RMC
[REDACTED]

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www.scsengineers.com

SCS FIELD SERVICES**Purchase Order 07-RMC00544**

DATE

7/1/24

TO	North East Technical Sales, Inc. NORTH EAST TECHNICAL SALES INC 171 Ruth Road Harleysville, PA 19438 PHONE [REDACTED] FAX [REDACTED] E-MAIL [REDACTED]	0242041	SHIP TO	Sam Dean Attn: Chiquita 2403 Hilltown Pike Perkasie, PA 18944	BILL TO	SCS Field Services Accounts Payable 3900 Kilroy Airport Way Suite 100 Long Beach, CA 90806 PHONE [REDACTED] FAX [REDACTED] E-MAIL 07fsaccountspayable@scsengineers.com
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P.O. NUMBER	ORDER DATE	BUYER	PAY TERMS	EXCESS RECV	EXCESS %	EXCESS AMOUNT
07-RMC00544	6/28/24	Sedillo, Dana	45	N		

DESCRIPTION
Quote 8396
AGREEMENT TERMS

Vendor Acceptance:

BY SIGNING, VENDOR AGREES TO THE TERMS IN ARTICLES ON THE FOLLOWING PAGES OF THIS ORDER, AND ANY ADDITIONAL TERMS NOTED HEREIN.

By: _____

Date: _____

Seq	Description	Quantity	Unit Price	Net Amount	Due Date
1	Ranger-STD-4DPak-IntAnt-Modbus_NoSIM-N-N-N	6.00 Each	[REDACTED]	[REDACTED]	10/18/2023
2	ESTIMATED Tax and Shipping	1.00 Each	[REDACTED]	[REDACTED]	10/18/2023

Total
[REDACTED]

GENERAL PROVISIONS OF PURCHASE ORDER

1. **ACCEPTANCE** – This Purchase Order represents the entire contract between Seller and SCS Engineers, hereinafter referred to as Buyer, notwithstanding any failure to sign and return the acknowledgement copy of this Purchase Order or Seller's use of any other acknowledgement form not signed by Buyer. It is expressly understood and agreed that Seller, by commencing work hereunder, accepts this Purchase Order as a binding contract and agrees to all of the terms and conditions hereof. No change, modification, revision, or addition to this Purchase Order shall be valid and binding on Buyer unless in writing and signed by an authorized representative of Buyer.
2. **ASSIGNMENT** – This Purchase Order shall not be assignable by Seller, voluntarily or involuntarily, nor shall a subcontract be made with, or other delegation of duties made to, any other party for the furnishing of any of the completed or substantially completed items of work covered by this Purchase Order, without Buyer's prior written consent. Any such attempted assignment or delegation shall be void and ineffective.
3. **BUYER'S PROPERTY** – All property used by Seller but owned, furnished, or charged to or paid for by Buyer, including, but not limited to, materials, tools, dies, jigs, patterns, fixtures, equipment, and any replacement thereof, shall be the property of Buyer, subject to removal and inspection by Buyer at any time, without cost or expense to Buyer. All such property shall be identified and marked as Buyer's property, used only for this Purchase Order, and adequately insured for Buyer's protection. Seller shall assume all liability for and maintain and repair such property, and remove or return the same to Buyer in good condition, reasonable wear and tear excepted, and except for the utilization of the property in accordance with the provisions of this Purchase Order.
4. **CHANGES** – Buyer shall have the right at any time to make changes in the drawings, designs, specifications, quantities, delivery schedules, methods of shipment or packaging, and place of inspection, acceptance and/or point of delivery of any items or work covered by this Purchase Order. No change shall be effective unless authorized in writing by Buyer. If such changes result in delay or an increase or decrease in expense to Seller, Seller shall notify Buyer immediately and an equitable adjustment shall be negotiated; provided, however, the Seller shall, in all events, proceed diligently to perform the work or supply the items contracted for under this Purchase Order, as so changed.
5. **COMPLIANCE WITH LAWS** – Seller shall comply with all applicable federal, state, and local laws, executive orders, and regulations in performing this Purchase Order. On request, Seller shall furnish Buyer with certificates of compliance concerning any or all such laws, orders, and regulations. Seller hereby agrees to defend, indemnify, and hold Buyer harmless of and from any and all costs, damages, penalties, fines, and expenses (including reasonable attorneys' fees) suffered or occasioned by Buyer, directly or indirectly, through any failure of Seller to comply with any such law, regulations, or order.
6. **EQUAL EMPLOYMENT OPPORTUNITY** – **This Buyer and Seller shall abide by the requirements of [41 CFR 60-1.4\(a\)](#), [60-300.5\(a\)](#) and [60-741.5\(a\)](#). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**
7. **HEALTH AND SAFETY** – All items to be supplied and services to be rendered hereunder by Seller shall conform in all respects to the requirements of all applicable insurance and governmental health and safety regulations, including regulations administered under the provisions of the Occupational Safety and Health Act.
8. **DELIVERY** – Seller shall follow the delivery schedule shown on the face hereof and shall not make deliveries later or substantially earlier than the dates shown. If any items are shipped substantially in advance of scheduled delivery dates, Buyer may return or store them at Seller's expense. If Seller does not adhere to the delivery schedule, Buyer may either agree to a revised delivery schedule or terminate this Purchase Order, without liability to Buyer, for cause, as provided below. Time shall be considered of the essence in the performance of this Purchase Order by Seller.
9. **DRAWINGS, SPECIFICATIONS, AND TECHNICAL INFORMATION** – All drawings, data, designs, inventions, and other technical information supplied by Buyer to Seller shall remain Buyer's property and shall be held in confidence by Seller. Such information shall not be reproduced, used, or disclosed to others by Seller, without Buyer's prior written consent, and shall be returned to Buyer upon completion of this Purchase Order or upon demand. Any information that Seller may disclose to Buyer with respect to the design, manufacture, sale, or use of the items covered by this Purchase Order shall be deemed to have been disclosed as part of the consideration for this Purchase Order, and Seller shall not assert any claim against Buyer by reason of Buyer's use thereof. Buyer does not grant any indemnity to Seller hereunder for infringement of any patent, trademark, copyright, or data rights utilized by Seller, whether provided by Buyer or any third party.
10. **INSPECTION AND ACCEPTANCE** – Unless otherwise specified herein, all items will be subject to final inspection and acceptance at Buyer's plant or other designated destination, notwithstanding any prior payment or inspection and acceptance. Buyer may, at its option, hold any rejected items for Seller's instructions and at Seller's risk, or return them to Seller at Seller's expense, and Seller shall promptly reimburse Buyer for any and all damages sustained by Buyer as a result of Seller's breach of warranty or any of its other obligations hereunder. No replacement or correction of rejected items shall be made, unless otherwise specified by Buyer on Buyer's return material order. All rejects will be charged back at full billing price, plus the cost of inbound and out bound freight and handling.
11. **LEGAL CONSTRUCTION** – This Purchase Order shall be construed under and shall be subject to the laws of the Commonwealth of Virginia.
12. **LIENS** – All items shall be delivered hereunder, and all property to be returned to Buyer shall be kept, at all times, free and clear of any and all liens and encumbrances whatsoever, and Seller shall defend, indemnify, and hold Buyer harmless from and against all claims and liens of any and all persons or firms, based upon the furnishing of labor and/or materials in connection with the items or work ordered hereby.
13. **PACKING, SHIPPING, AND INSURANCE** – No charges will be allowed by Buyer for boxing, wrapping, cartage, or storage other than those specified in this Purchase Order. Seller shall pack or otherwise prepare all items for shipment so as to secure the lowest transportation and insurance rates consistent with timely delivery, meeting carrier's requirements, and safeguarding against damage from weather, transportation,

and storage. Delivery will be F.O.B. destination unless otherwise specified in this Purchase Order.

14. **INTELLECTUAL PROPERTY PROTECTION** – To the extent that the items covered by this Purchase Order are manufactured pursuant to designs not originated by Buyer, Seller shall indemnify and hold Buyer, its representatives and customers, harmless from and against any expense (including reasonable attorneys' fees), claims, cost, loss, damage, or liability for infringement or alleged infringement of any patents, copyrights, or other proprietary rights with respect to such items and their process of manufacture, and Seller hereby agrees at its own expense to defend or assist in the defense of, at Buyer's option, any action in which such infringement is alleged with respect to the manufacture, sale, or use of such items delivered hereunder. Any reports, drawings, renderings, source and object code, algorithms, routines, formulae, programming, software and other works and documents ("Works") provided to Seller by Buyer or its employees, consultants, subcontractors or agents, and all intellectual property ("IP") rights in the same, shall be owned exclusively by Buyer. Additionally, this Purchase Order shall operate as an irrevocable transfer and assignment to Buyer of all right, title, and interest, including all copyrights, in and to any IP, Works, and forms of expression and communication now known or later developed, conceived or created as part of Seller's performance under this Purchase Order.

15. **PAYMENT** – Invoices will be paid according to discount terms, or, if no discount is offered, within forty-five (45) days after receipt and acceptance of the items, completion and acceptance of the work, and receipt of a correct invoice. Discount periods will be computed from either the date of delivery of the items ordered, plus three days' allowance for inspection, or the date of receipt of correct invoices prepared in accordance with the terms of this Purchase Order, whichever date is later.

16. **TAXES** – The price includes all Federal, state, and local taxes, duties or levies of any nature. All such taxes, duties or levies shall be stated separately in this Purchase Order. Buyer shall be responsible to pay only for such taxes as are approved in the Purchase Order and separately stated in Seller's invoice.

17. **TERMINATION** – (A) Without cause – Buyer shall have the right to terminate this Purchase Order for convenience in whole, or, from time to time, in part. In such event, and provided the items ordered are not standard commercial items, Buyer's sole and maximum liability shall be limited to payment (1) for completed and delivered items at Purchase Order price, and (2) of costs directly attributable to incomplete items, plus a profit thereon, not to exceed eight (8) percent. Buyer shall have the right to delivery of items partially fabricated and to all unused material and inventory acquired and included in Seller's claim, or to credit for the agreed value thereof. If the items ordered are standard commercial items, Buyer shall have the right to terminate the Purchase Order for convenience, in whole, or, from time to time, in part, without any obligation or liability whatsoever, except for payment of items delivered prior to such termination.

(B) With cause – If Seller fails to make any deliver in accordance with the agreed delivery date or schedule, fails to observe or comply with any of the other instructions, terms, conditions, or warranties applicable to this Purchase Order, fails to make progress so as to endanger performance of the Purchase Order, or, in the event that Seller becomes insolvent, any proceedings are commenced by or against Seller in bankruptcy or insolvency, a receiver or trustee is appointed, or an assignment for the benefit of creditors is made, Buyer may, in addition to any other right or remedy provided by this Purchase Order or by Law, terminate all of any part of this Purchase Order by written notice to Seller, without any liability of Buyer to Seller on account thereof.

In the event of termination for cause, Buyer may produce or purchase, or otherwise acquire, such items or work elsewhere on such terms or in such manner as Buyer may deem appropriate, and Seller shall be liable to Buyer for any excess cost or other expenses incurred or damages suffered by Buyer.

18. **SUSPENSION OF WORK** – Buyer may order Seller in writing to suspend, delay, or interrupt all or any part of the work for a period not to exceed ninety (90) consecutive days. An equitable adjustment shall be made for any verifiable increase in cost of performance of the Purchase Order (excluding profit) necessarily caused by suspensions beyond ninety (90) days. An equitable adjustment shall also be made in any verifiable extension to the delivery or performance dates necessarily caused by suspensions beyond ninety (90) days. However, no adjustment shall be made for any suspension, delay, or interruptions to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of Seller. Also, no adjustment shall be made under this clause for any suspension, delay, or interruption for which an equitable adjustment is provided for or excluded under any other provision of this Purchase Order. No claim under this clause shall be allowed unless the claim, in an amount stated, is asserted in writing within thirty (30) days after the termination of such suspension, delay, or interruption.

19. **INDEMNIFICATION AND INSURANCE** – If Seller's agents, employees, or subcontractors enter upon premises occupied by or under the control of Buyer, or any of its customers or suppliers, in the course of the performance of this Purchase Order, Seller shall take all necessary precautions to prevent the occurrence of any injury (including death) to any person or any damage to any property arising out of any acts or omissions of Seller, or any of Seller's agents, employees, or subcontractors, except for injury or damage due solely and directly to Buyer's negligence. Seller shall defend, indemnify, and hold Buyer harmless from and against any suits, liabilities, losses, damages, claims, causes of action, and expenses (including reasonable attorneys' fees), arising out of or connected with any act or omission with respect to this Purchase Order of Seller, its agents, employees, or subcontractors. Seller shall maintain such commercial general liability, automobile liability, property damage, workman's compensation, and employer's liability insurance as will protect Buyer from any of said risks and from any claims under any applicable workman's compensation acts or as directed by Buyer. If performance under this Purchase Order includes the transportation of hazardous or toxic chemicals, materials, substances, or any other pollutants, Seller shall provide Hazardous Transporters Pollution Liability Insurance (MCS-90 or equivalent) appropriate to cover such activities in an amount not less than Ten Million Dollars (\$10,000,000) combined single limit per occurrence and in the aggregate for bodily injury, property damage and remediation. Upon request of Buyer, Seller shall furnish Buyer with certificates of such insurance, which will provide that at least thirty (30) days' prior notice, in writing, shall be given to Buyer of cancellation or reduction of coverage, and will name Buyer as an additional insured on such policies.

20. **TITLE AND RISK OF LOSS** – Except as otherwise expressly provided herein, title to and risk of loss or damage to all items shipped by Seller to Buyer shall pass to Buyer upon acceptance at the destination point designated on the face of this Purchase Order. Cost of all return shipments, including risk of loss therefor, for whatever reason returned, shall be borne by Seller, with title and risk of loss deemed to have

remained with Seller and never having passed to Buyer.

21. **WAIVER OF TERMS AND CONDITIONS** – The failure of Buyer, in any one or more instances, to insist upon performance of any of the terms or conditions of this Purchase Order, or to exercise any right or privilege contained in this Purchase Order, or the waiver of any breach of the terms or conditions of this Purchase Order, shall not be construed as thereafter waiving any such terms, conditions, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

22. **WARRANTIES – SELLER WARRANTS THAT THE ITEMS AND WORK DESCRIBED HEREIN SHALL BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS, SHALL STRICTLY CONFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, AND APPROVED SAMPLES, IF ANY, INCLUDING PERFORMANCE SPECIFICATIONS, AND SHALL BE OF MERCHANTABLE QUALITY AND FIT FOR THE PURPOSE FOR WHICH PURCHASED AND, IF OF SELLER'S DESIGN, SHALL BE FREE FROM DESIGN DEFECTS.** These warranties shall be in addition to any other warranties, express, implied, or statutory, applicable to this Purchase Order. All warranties shall run to Buyer, its customers, and subsequent users or owners of the items or the end products of which they are a part. Seller agrees, at its expense, to defend or assist in the defense of any action, at Buyer' option, against Buyer, its customers, or subsequent users, insofar as such action is based upon the breach or alleged breach of any of the foregoing warranties. Seller hereby agrees to defend, indemnify, and hold Buyer, its customers, and subsequent users or owners harmless from and against all liabilities, loss, costs, damages, and expenses, including reasonable attorneys' fees, resulting from any breach of the foregoing warranties. Notice of any breach of warranty shall be deemed sufficient if given to Seller within ninety (90) days after discovery thereof.

23. **GOVERNMENT CONTRACT** – In the event that this Purchase Order bears a governmental contract number on the designation "Government" on the face hereof, this order and the contract resulting therefrom shall be subject to all applicable provisions of, and shall be deemed to contain and have incorporated herein, all clauses and provisions required by the terms of the government contract under which, or for which, this Purchase Order is issued and by any applicable federal laws and regulations.

24. **INDEPENDENT CONTRACTOR** – All work to be performed by Seller hereunder shall be performed as an independent contractor and not as an employee or agent of Buyer, and entirely at the risk of Seller.

25. **EVENTS BEYOND CONTROL OF PARTIES** – Neither party shall be liable to the other hereunder for any delay or failure of performance due to fire, earthquake, flood, explosion, accident, dispute with or inability to secure workmen, lack of material, lack of facilities, Act of God, voluntary or involuntary compliance with any valid or invalid law, order, regulation, request or recommendation of any governmental agency or authority, lack of transportation facilities, epidemic, pandemic, quarantine, or any other cause beyond its control and without its fault or negligence, provided, however, that when Seller has reason to believe that its performance hereunder as scheduled will thereby be affected, written notice setting forth the cause thereof and the extent of the delay shall be given immediately to Buyer.



Scs Field Services, Inc.
2403 Hilltown Pike
Perkasie, PA 18944

Quotation #: 8396
Quotation Name: Chiquita Landfill
Date: June 28, 2024

Attn: Dana Sedillo

Email: [REDACTED]

Phone: [REDACTED]

North East Technical Sales, Inc. is pleased to submit the following quotation for your consideration:

<u>Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	6	RANGER-4DPak-Int-Modbus-NoSIM-N-N-N RANGER LTE M1 Transmitter - Round housing with ½" NPT input, 4 D Cell Pack, Internal LTE & GPS, Expansion Module with RS485 Modbus Serial port, No SIM Card. No SignalFire Cloud. User provides LTE CAT M1 SIM Card	[REDACTED]	[REDACTED]

Note: This quotation is for equipment only, service or installation can be quoted separately.

Please address purchase orders to: North East Technical Sales
171 Ruth Road
Harleysville, PA 19438

Please email or fax purchase order to North East Technical Sales for processing:

Email: [REDACTED]

Fax: [REDACTED]

Delivery: 2-4 weeks

FOB: Origin

Validity: 30 Days

Freight: Prepay and add

Terms: NET 30

Ship Via: ground

Credit Add: 2.5% Fee for Credit Card Payments
Card:

Thank you for your interest in our products. If you have any questions or comments, please do not hesitate to contact me. We look forward to working with you and earning your business.

Quote Terms and Conditions

QUOTE CONDITIONS: This quote constitutes an offer by North East Technical Sales, Inc. to the buying party named on page 1 of this quote. This is for the sale of the products itemized above. You may accept this offer by providing North East Technical Sales, Inc. with an official purchase order citing the quotation number above or other written confirmation citing the quotation number above.

North East Technical Sales, Inc. has done their best to understand the application based on information provided by the buying party. Our proposal is accurate only based on the information provided by the buying party. The buying party is obligated to ensure that the equipment is installed and utilized per the specifications of the equipment for the application. North East Technical Sales will not be held liable for any bodily injuries, equipment damage, which occurs as a result of misuse of the equipment per the specifications of the manufacturer.

TERMS: If you have not accepted this quote within 30 days (can adjust as needed) of the date of this quote, this quote will expire and will be null and void.

PAYMENT: Payment terms for this quote are as set out in the "Payment" section of this quote or as agreed separately between you and North East Technical Sales, Inc.

GENERAL TERMS: All purchases of products and/or services are expressly and without limitation subject to the manufacturer's terms & conditions of sale. Acceptance of North East Technical's offer through one of the following methods shall constitute a contract of sale ("Contract").

1. Buyer's issuance of a purchase order document against North East Technical's offer or quotation.
2. North East Technical's acknowledgement of the Buyer's order

DELIVERY: Delivery dates in respect of the products will be set by North East Technical Sales, Inc. upon receipt from the buyer of an official purchase order or other written confirmation accepting of this quote. North East Technical makes no guarantee in respect of delivery dates in respect of this quote and such dates are subject to change.
Shipping: All quotes are FOB Shipping Point unless otherwise noted.

WARRANTY: All Products are subject to the warranty given by the manufacturer of the Products.

ATTACHMENT 4 – COMPONENT 5 - REMOTE INPUT CARD

Dean, Samuel

From: Patrick Presto [REDACTED]
Sent: Saturday, June 29, 2024 7:32 AM
To: Sedillo, Dana
Cc: Shannon Wood; Dean, Samuel
Subject: RE: Horner Quote Request
Attachments: SO_5051768.pdf

This email originated from outside of SCS Engineers. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Dana,

I hope your weekend is off to a relaxing start. I'll send you the tracking information as soon as I receive it.

Enjoy your weekend!

Patrick Presto

Stokes Electrical Supply Co., Inc.

Sales Manager

Mobile [REDACTED]



Locations: Easton, PA / Emmaus, PA / Mesa, AZ

From: Sedillo, Dana [REDACTED]
Sent: Friday, June 28, 2024 3:41 PM
To: Patrick Presto [REDACTED]
Cc: Shannon Wood [REDACTED] Dean, Samuel [REDACTED]
Subject: RE: Horner Quote Request

Hi Patrick!

YES! Those are the part #'s. 😊

Please use PO 07-RMC1006

Shipping address :

Sam Dean

Attn Chiquita LF

2403 Hilltown Pike

Perkasie, PA 18944

When you can, please provide lead time and tracking info.

Thank You,

Dana Sedillo
Project Coordinator
SCS RMC

Driven by Client Success

www.scsengineers.com

From: Patrick Presto [REDACTED]
Sent: Friday, June 28, 2024 11:25 AM
To: Sedillo, Dana [REDACTED]
Cc: Shannon Wood [REDACTED] Dean, Samuel [REDACTED]
Subject: RE: Horner Quote Request

This email originated from outside of SCS Engineers. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dana,

I believe these are the part numbers you're requesting but I will need you to verify if they're correct.

Thank you and enjoy your weekend!

Patrick Presto

Stokes Electrical Supply Co., Inc.

Sales Manager

Mobile [REDACTED]



Locations: Easton, PA / Emmaus, PA / Mesa, AZ

From: Patrick Presto
Sent: Friday, June 28, 2024 2:14 PM
To: 'Sedillo, Dana' [REDACTED]
Cc: Shannon Wood [REDACTED] Dean, Samuel [REDACTED]
Subject: RE: Horner Quote Request

Good afternoon Dana,

Unfortunately, we'll need the Horner part numbers in order to quote these items. Do you have them?

Patrick Presto

Stokes Electrical Supply Co., Inc.

Sales Manager

Mobile [REDACTED]



Locations: Easton, PA / Emmaus, PA / Mesa, AZ

From: Sedillo, Dana [REDACTED]
Sent: Friday, June 28, 2024 1:22 PM
To: Patrick Presto [REDACTED]
Cc: Shannon Wood [REDACTED] Dean, Samuel [REDACTED]
Subject: Horner Quote Request

Hi Patrick,

Happy Friday!

We would like to request a quote for the following Horner components:

- (6) SmartMod - RS485 4 channel thermocouple input module
- (6) SmartMod - RS485 4 channel 4-channel analog input module

This is for a rush job so please let me know if these are in stock and if it's possible to ship early next week.

Thank You,

Dana Sedillo
Project Coordinator
SCS RMC
[REDACTED]

Driven by Client Success
www.scsengineers.com



Stokes Electrical Supply Co., Inc.
3401 Northwood Avenue
Easton, PA 18045
Phone: [REDACTED]
Fax: [REDACTED]

SALES QUOTATION

ORDER:	5051768
DATE:	06/28/2024
EXPIRES:	07/28/2024
ACCOUNT:	200177
CONTACT:	Dana Sedillo
PHONE:	[REDACTED]
PAGE:	1 of 1

SOLD TO	SHIP TO
---------	---------

Stearns, Conrad & Schmidt Engineers, Inc.
3900 Kilroy Airport Way, Suite 100
Long Beach, CA 90806

Stearns, Conrad & Schmidt Engineers, Inc.
3900 Kilroy Airport Way, Suite 100
Long Beach, CA 90806
CONTACT: [REDACTED]
[REDACTED]

CUSTOMER PO		TERMS		ENTERED BY	
Horner		Net 30 Days		Patrick Presto	
L	ITEMS	DESCRIPTION	QTY	NET PRICE	EXT PRICE
1	 HOR HE359THM100	4 channel Thermocouple Inputs (Types J,K,R,S,B,E,T,N) or millivolt inputs (+/-1000mV, max). 0.1 degrees Celsius resolution, 2000vac isolation (ch-RS485 & ch-power)	6 EA	[REDACTED]	[REDACTED]
	COMMENT:	factory stock			
2	 HOR HE359ADC120	4 channel Analog Inputs, Current (4-20mA), 1uA resolution, 2000vac isolation (ch-RS485 & ch-power)	6 EA	[REDACTED]	[REDACTED]
	COMMENT:	(7) factory stock			

We sincerely appreciate the opportunity to quote on your requirements and look forward to receiving your order.
This quotation is our interpretation of your requirements. Please advise of any changes necessary. Thank you!

Please email your orders to orders@stokeselectric.com

There is no tax calculated on this quote

Subtotal:	[REDACTED]
Freight:	[REDACTED]
Sales Tax:	[REDACTED]
Total:	[REDACTED]

X _____ Date _____