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**From:** Steve Cassulo [REDACTED]  
**Sent:** Tuesday, September 17, 2024 7:29 PM  
**To:** bchen@aqmd.gov; ndickel@aqmd.gov; cojeda@aqmd.gov  
**Cc:** Nicole Ward; Amanda Froman; Kelly Kincella  
**Subject:** Chiquita Canyon Landfill (Case No. 6177-4) – Condition 66 Submittal  
**Attachments:** 2024.06.20 CCL LFG RMS Scope of Services.pdf; 2024.09.12 CCL Initial 20 Wells Scope of Services.pdf; 2024.09.17 SCS RMC Responses to SOFA Condition No. 66.pdf

[EXTERNAL SENDER: Use caution with links/attachments]

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All,

In accordance with Condition 66 of the Modified Stipulated Order for Abatement in Case No. 6177-4, Chiquita Canyon, LLC submits the attached response to Condition 66(a)(ii) as well as two contracts in response to Condition 66(a) and 66(a)(i).

Steve Cassulo  
District Manager  
[REDACTED]

June 20, 2024  
WO: 1807.0  
Proposal 070132224

Steve Cassulo  
29201 Henry Mayo Dr  
Castaic, CA 91384

Subject: Chiquita Canyon Landfill – Landfill Gas Well Remote Monitoring

Dear Mr. Cassulo,

Thank you for the opportunity to provide this proposal for remotely monitoring landfill gas (LFG) wells at Waste Connections Chiquita Canyon Landfill in Castaic, CA. The scope of work, schedule, and costs for completing this project are summarized below.

## SCOPE OF SERVICES

SCS RMC will design, configure, furnish, install, startup, and commission the following hardware and sensors for six (6) remotely monitored landfill gas wells. These wells will serve as a pilot to test out the hardware and sensors in the harsh conditions at the landfill. The lessons learned from this pilot test can be applied to future remotely monitored landfill gas wells at the landfill.

Data will be collected at each of the six (6) pilot wells using Industrial Internet of Things (IIoT) devices and streamed to the existing Chiquita site on SCSRMC.com. We will create a new interface for this data, using the existing “Borehole” interface as a starting point. Users will be able to view the following data through the interface.

### Data and Sensors

We will furnish the following sensors at each of the wells mentioned above to collect the following data.

- **Applied vacuum (in-wc):** Class 1, Division 1, Group D-rated pressure transducer.
  - Threaded into the existing wellhead between the valve and the riser pipe
- **Downhole temperature measurement (F) at three depths (40 ft below grade, 80 ft below grade, 120 ft below grade):** High-temperature thermocouple encased in a stainless steel tubing jacket with powdered magnesium oxide in the interstitial space.
  - Suspended from the wellhead cap using a threaded compression fitting
  - Existing wellhead cap may need to be replaced to accommodate this and the level transducer
- **Liquid level (feet H2O):** High-temperature submersible level transducer, rated for approximately 221F.
  - Suspended from the wellhead cap using a threaded compression fitting
  - Existing wellhead cap may need to be replaced to accommodate this and the high-temperature thermocouples



- We will also include a tube that can be used to evaluate the use of a bubbler to measure liquid levels in the future if needed. The tube will be terminated at the wellhead cap, facing down with a quarter-turn hand valve.

We are using the vacuum transducer at other sites with good results, and the high-temperature thermocouples at Chiquita and another site, also with good results.

We have furnished and installed traditional (i.e., not high-temperature) submersible level transducers at landfills across North America, but not in subsurface locations as hot as this. We believe that using a submersible-level transducer rated for higher temperatures (i.e., 200F+) is a good idea because the underlying level monitoring technology is used extensively throughout the industry and requires a fairly low amount of power. Furthermore, we have deployed a few traditional submersible level transducers in subsurface locations with approximate 200F temperatures, and they lasted approximately six months to a year before they needed to be replaced – they appear to have failed due to corrosion.

In contrast, the bubbler-level monitoring approach is not used as extensively in remote monitoring applications and may require a larger amount of power. This is important because the more power required, the bigger your solar and battery-powered system needs to be and the more expensive it is. Beyond this, we are concerned that the bubbler tube may become fouled, impacting the measurements. Furthermore, pressurized liquids could escape through this tube if the well becomes positively pressurized.

Please note that the sensors and equipment may fail due to the harsh conditions at the landfill. That is why we are proposing to pilot-test it before applying it across the landfill.

## **Furnishing and Configuring Equipment**

We will furnish and configure the following remote monitoring devices at each of the wells mentioned above to enable this functionality.

- Breakout box at the well to terminate sensors.
- IIoT device and remote monitoring panel with necessary thermocouple gateway, charge controller, and related equipment – installed on top of the battery box, below the solar panels.
- Solar and battery power system to power the IIoT device, remote monitoring panel, and sensors. The system should provide power to the equipment for up to 3-7 days without sun.
  - The system will be a smaller version of the solar power systems that are being deployed for the tank gas flow monitoring system.
  - The 24 VDC, 25 Ah lithium battery will be housed within a small job box. The solar panels will be mounted to the top of the job box.

We will configure the equipment to record data every 1 to 2 hours and upload it to your existing cloud-based SCSRMC.com system. Through the web-based interface, users will be able to see the live data, key performance indicators (KPIs), and predefined graphs, create graphs of any data points that are being recorded on the system, view and export historical data, and manage and analyze alarms. The interface for this new data will look similar to the existing “Boreholes” screens.

## Installation, Startup, and Commissioning

We will provide the following on-site installation, startup, and commissioning services:

- Installing the sensors and remote monitoring equipment
  - The remote monitoring equipment will be installed at least 5 feet from the existing well so that it is in a non-hazardous location.
- Furnishing and installing cabling between the sensors and equipment – cabling will be outdoor rated and installed outside of conduit to minimize landfill gas migration risk.
- Starting up and testing the monitoring system

## ASSUMPTIONS AND CONDITIONS

Our scope of work, schedule, and compensation includes the following assumptions and conditions:

1. The work will be performed in accordance with the terms and conditions of the existing SCS RMC Technology Services Agreement WO 1082.0 dated August 2, 2023.
2. This proposal and Assumptions and Conditions shall become part of a mutually satisfactory contract agreement or purchase order.
3. There is sufficient Verizon 4G M2M cellular service at the desired locations to support the IIoT equipment. If there is not, we will need to modify our proposal.
4. This proposal is based on limited information without a site survey from SCS. We will work with you to identify a remedy if our costs change due to an increased understanding of the physical condition or configuration of the equipment we're interfacing with.
5. SCS has the right to rely on information provided by the client and is not responsible for issues that arise from its reliance upon this information.
6. SCS labor rates assume prevailing wages are not required. If they are required, we will adjust our costs and resubmit.
7. The pricing includes time for one (1) Panel Builder and (1) Senior Technician for five (5) days on-site to perform the scope of services indicated above. Additional compensation may be required if the required time exceeds this.
8. Due to the harsh environmental conditions at the landfill, this equipment and sensors may fail. If they fail, with your approval, we can use remaining budget on this project to replace the failed equipment and sensors. If no budget remains, we will submit a new proposal to you.
9. Calibration and servicing of sensors and equipment are not included in this proposal but can be provided under a separate proposal as needed.
10. The locations where the solar power systems will be installed have level and stable ground and are non-hazardous.
11. No permits (environmental, labor, structural, electrical, etc.) are required for this work.
12. The proposal price is valid for a period of 30 days from the date of this submittal.
13. Bid, performance, or payment bonds are not required.
14. Liquidated/delay damages are not required.
15. The prices detailed are not stand-alone; if items are to be installed separately, SCS reserves the right to modify its prices.
16. This proposal does not include provisions for additional reporting and/or analysis that may be required by a regulatory body. Additional reporting, if requested, will be performed on a time and materials basis.

17. This proposal is considered confidential and proprietary and may not be disclosed to third parties without the prior written approval of SCS.
18. The off-site portion of the Work Scope, labor schedule, and compensation for this proposal assume that SCS RMC personnel will perform these services Monday through Friday during regular working hours (7:30 AM EST to 5 PM EST), not including US Holidays. Onsite work may consist of some overtime work.
19. Safe and unrestricted site access for personnel, equipment, and materials to enable completion of the work.
20. Work will be performed in OSHA Level D protection and in accordance with the SWANA Landfill Gas Division's, "A Compilation of Landfill Gas Field Practices and Procedures", dated October 2021. Additional health and safety requirements can be provided with an adjustment in our price.
21. At no time shall the title to any hazardous substances, solid wastes, petroleum-contaminated or other regulated substances pass to SCS Engineers, nor shall any provision of an ensuing Agreement between SCS Engineers and the Client be interpreted to permit SCS Engineers to assume the status of "generator", "transporter", or "treatment, storage or disposal facility" under state or federal law.
22. Due to ongoing supply chain issues, SCS may experience unforeseen delays or other impacts to its work beyond SCS' control. Potential impacts include, but are not limited to, material/equipment shortages and significant delays in lead times due to supply chain limitations. SCS will keep you informed of any delays and their effect on overall job completion, and reserves the right to seek an extension of time and/or increase in contract price should supply chain-related issues/delays be encountered.

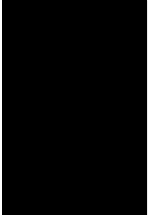
## SCHEDULE

We are ready to start on this project upon receiving your signed approval of this document; at that time, we will purchase the equipment and schedule the work. We will work with you to minimize the impact of long lead-time items.

Please note that lead times for the major components are currently at 1-2 weeks and are subject to change. Equipment assembly and testing at our shop is anticipated to be 3 weeks following receipt of the equipment, with an additional week for shipping and delivery to the site. Based on current lead times, the estimated schedule for panel delivery to the site is 5-6 weeks from the project award.

## FEE

We will perform the scope of work outlined in the prior sections on a time and materials basis using our attached fee schedule. As the project progresses, we will issue monthly incremental invoices reflecting the project's percent completion. Please note adding the new devices to the existing system increases your yearly SCS RMC Services fee by [REDACTED] per year per IIoT device.

#	ITEM DESCRIPTION	COST
1	Design and Management	
2	Furnish Equipment	
3	Configuration	
4	Installation, Startup, and Commissioning	
	<b>TOTAL</b>	

ESTIMATED COSTS FOR FUTURE WELLS

Based on the costs presented above, and if the sensors and equipment detailed herein are the best solution to this need, we estimate that the cost to furnish and install this well monitoring system at future wells will be approximately [REDACTED] to [REDACTED] per well (assuming a quantity of approximately 140 wells), plus an increase to your SCS RMC Services fee. The additional monthly service fee will depend on the final well count and should be no more than approximately [REDACTED] per year per additional IIoT device. After we complete the pilot test, we will update our costs with the lessons learned from the pilot and send you a proposal for the remaining wells.

CLOSING

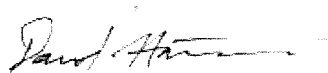
We appreciate the opportunity to provide this proposal, and we look forward to working with you on this and future projects. If you approve, kindly sign and return the proposal to us.

Please feel free to contact us with any questions or comments.

Sincerely,



Sam Dean  
Sr. Project Manager, SCS RMC  
SCS Engineers



David Hostetter  
VP/Business Manager, SCS RMC  
SCS Engineers

Mr. Cassulo  
June 20, 2024  
WO: 1807.0  
Page 6

**Acknowledgment and Acceptance of Proposal:**

CLIENT: Waste Connections

BY: Dylan Smith

NAME: Dylan Smith

TITLE: Corp Eng + Sust. Manager

DATE: 6/21/24

Attachment – Fee Schedule

**OM&M  
FEE SCHEDULE**

(Effective May 1, 2024 through April 30, 2025)

**Technical Field Personnel****Rate (\$)/Hour**

Systems Specialist.....	
Laborer.....	
Field Technician I.....	
Fusion Technician.....	
Equipment Operator.....	
Field Technician II.....	
Plant Operator.....	
GIS Technician.....	
Senior Field Technician.....	
OM&M Project Foreman.....	
Mechanic.....	
Support Specialist.....	
OM&M Superintendent.....	
Drone Pilot.....	
Systems Administrator.....	
Controls Specialist.....	
Network Engineer.....	
Senior OM&M Superintendent.....	
Senior Drone Pilot.....	
Systems Integrator.....	

**Management/Support Personnel****Rate (\$)/Hour**

Secretarial.....	
Project Administrator.....	
Field Data Analyst.....	
Designer/Drafter.....	
Senior Project Administrator.....	
Administrative Coordinator.....	
Senior Field Data Analyst.....	
Field Project Coordinator.....	
Project Estimator.....	
Project Professional.....	
Project Coordinator/Accountant.....	
H&S Specialist.....	
Product Development Manager.....	
Senior H&S Specialist.....	





Management/Support Personnel cont'	Rate (\$)/Hour
Controls & Instrument Engineer .....	
H&S Manager .....	
Quality Advisor .....	
Project Manager .....	
Senior Project Professional .....	
GIS Developer .....	
Senior Project Manager .....	
Quality Manager .....	
Regional Manager/Project Director .....	
RMC Business Manager .....	
Senior Project Advisor .....	
National RMC Director .....	
Director of Technology .....	

#### General Terms

1. Labor rates are in effect until April 30, 2025. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project, will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative markup. Automobile mileage cost is [REDACTED] per mile and is subject to change per Federal IRS laws. Trucks will be charged at [REDACTED]/hour. (No administrative mark-up will be applied to charges for company-owned vehicles.)
3. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Any invoices not paid within 30 days of receipt are subject to a service charge of 1.5 percent per month on the unpaid balance.
4. Payment of SCS Field Services invoices for services performed will not be contingent upon the client's receipt of payment from other parties. The client agrees to pay legal costs, including attorney's fees, incurred by SCS Field Services in collecting any amounts past due and owing on the client's accounts.
5. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
6. On short-term or one-time assignments, services that require less than eight (8) hours, but more than four (4) hours, will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing, long-term project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS Field Services offices.

7. For operation, construction, and/or repair work performed on weekends and/or nights (if work exceeds 8 hours in a day), the above rates will be marked up 50 percent. For work performed on company-recognized holidays or beyond 12 hours in a day, the above rates will be marked up 100 percent.
8. These rates are based on non-union, non-prevailing wage scales.
9. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expenses shall be invoiced to the client at cost plus 15 percent.
10. For projects that are not local to an SCS Field Services office, thereby requiring crew mobilizations, lodging costs, and a [REDACTED] per person per diem cost will be charged. Lodging and per diem costs will be marked up 15 percent.
11. For projects that require crews to mobilize from a local office and stay in a hotel local to a project site to efficiently perform client-requested work, a [REDACTED] per day per person per diem cost will be charged to the project as well as a nightly hotel cost. Hotel costs typically range from [REDACTED] to [REDACTED] per night. SCS Field Services will make every effort to find the most cost-efficient hotels. In some high-expense locations, hotel rates may be above [REDACTED] per night. Hotel and per diem expenses will be marked up 15 percent.
12. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.

September 12, 2024  
WO: 1858.0  
Proposal No. 070160224

Steve Cassulo  
29201 Henry Mayo Dr  
Castaic, CA 91384

**Subject:** Chiquita Canyon Landfill – Reaction Area Wellhead Temperature Remote Monitoring  
– Initial 20 Wells

Dear Mr. Cassulo,

Thank you for the opportunity to provide this proposal for remote temperature monitoring of the landfill gas (LFG) wells at Waste Connections Chiquita Canyon Landfill in Castaic, CA. The scope of work, schedule, and costs for completing this project are summarized below.

## SCOPE OF SERVICES

SCS RMC will design, configure, furnish, install, startup, and commission hardware and sensors to allow for remote temperature monitoring of twenty (20) landfill gas wells in the reaction area of the landfill.

Temperature data will be collected at each of the twenty (20) wells using Industrial Internet of Things (IIoT) devices and streamed to the existing Chiquita site on SCSRMC.com. We will create a new interface for these data points. Users will be able to view the following data through the interface.

### Furnishing and Configuring Equipment

We will furnish and configure the following remote monitoring devices at the wells mentioned above to collect data and enable this functionality.

- Twenty (20) battery-powered IIoT devices
  - Device mounted to the existing wellhead
  - The batteries are expected to last approximately six months to a year under normal operating conditions
- Twenty (20) wellhead temperature probes with thermowells
  - 15" probe length
  - 4-20 mA output
- Twenty (20) 8" carbon steel blind flanges

We will configure the equipment to record data every 1 to 2 hours and upload it to your existing cloud-based SCSRMC.com system. Through the web-based interface, users will be able to see the live data, key performance indicators (KPIs), and predefined graphs, create graphs of any data points that are being recorded on the system, view and export historical data, and manage and analyze



alarms. The interface for this new data will look similar to the existing "Boreholes" screens.

We will develop an automatic report in the SCSRMC.com system with the site's input.

### **Installation, Startup, and Commissioning**

We will provide the following on-site installation, startup, and commissioning services:

- Installation of the flanges, thermowells, probes, and remote monitoring equipment described above
- Starting up and testing the monitoring system

### **ASSUMPTIONS AND CONDITIONS**

Our scope of work, schedule, and compensation includes the following assumptions and conditions:

1. The work will be performed in accordance with the terms and conditions of the existing SCS RMC Technology Services Agreement WO 1082.0 dated August 2, 2023.
2. This proposal and Assumptions and Conditions shall become part of a mutually satisfactory contract agreement or purchase order.
3. There is sufficient Verizon 4G M2M cellular service at the desired locations to support the IIoT equipment. If there is not, we will need to modify our proposal.
4. This proposal is based on limited information without a full site survey from SCS. We will work with you to identify a remedy if our costs change due to an increased understanding of the physical condition or configuration of the equipment we're interfacing with.
5. SCS has the right to rely on information provided by the client and its contractors and is not responsible for issues that arise from its reliance upon this information.
6. The pricing includes time for one (1) Senior Technician for two (2) days on-site to perform the scope of services indicated above. Additional compensation may be required if the required time exceeds this.
7. If additional time or site visits are required due to the site not being ready, problems with equipment not supplied by SCS, or any other issues outside of the control of SCS, additional compensation may be required.
8. Due to the harsh environmental conditions at the landfill, this equipment and sensors may fail. If they fail, with your approval, we can use remaining budget on this project to replace the failed equipment and sensors. If no budget remains, we will submit a new proposal to you.
9. The temperature sensors will come with a factory calibration. Calibration and servicing of sensors and equipment post installation are not included in this proposal but can be provided under a separate proposal as needed.
10. No permits (environmental, labor, structural, electrical, etc.) are required for this work.
11. The proposal price is valid for a period of 30 days from the date of this submittal.
12. Bid, performance, or payment bonds are not required.
13. Prevailing wage requirements do not apply to this work.
14. Liquidated/delay damages are not required.
15. The prices detailed are not stand-alone; if items are to be installed separately, SCS reserves the right to modify its prices.
16. This proposal does not include provisions for additional reporting and/or analysis that may be required by a regulatory body. Additional reporting, if requested, will be performed on a

- time and materials basis.
17. This proposal is considered confidential and proprietary and may not be disclosed to third parties without the prior written approval of SCS.
  18. The off-site portion of the Work Scope, labor schedule, and compensation for this proposal assume that SCS RMC personnel will perform these services Monday through Friday during regular working hours (7:30 AM EST to 5 PM PST), not including US Holidays. Onsite work may consist of some overtime work.
  19. Safe and unrestricted site access for personnel, equipment, and materials to enable completion of the work.
  20. Work will be performed in OSHA Level D protection and in accordance with the SWANA Landfill Gas Division's, "A Compilation of Landfill Gas Field Practices and Procedures", dated October 2021. Additional health and safety requirements can be provided with an adjustment in our price.
  21. At no time shall the title to any hazardous substances, solid wastes, petroleum-contaminated or other regulated substances pass to SCS Engineers, nor shall any provision of an ensuing Agreement between SCS Engineers and the Client be interpreted to permit SCS Engineers to assume the status of "generator", "transporter", or "treatment, storage or disposal facility" under state or federal law.
  22. Due to ongoing supply chain issues, SCS may experience unforeseen delays or other impacts to its work beyond SCS' control. Potential impacts include, but are not limited to, material/equipment shortages and significant delays in lead times due to supply chain limitations. SCS will keep you informed of any delays and their effect on overall job completion, and reserves the right to seek an extension of time and/or increase in contract price should supply chain-related issues/delays be encountered.

## SCHEDULE

We are ready to start on this project upon receiving your signed approval of this document; at that time, we will purchase the equipment and schedule the work. We will work with you to minimize the impact of long lead-time items.

Please note that the longest lead time for the major components is currently at 4 weeks. Equipment assembly and testing at our shop is anticipated to be 2 weeks following receipt of the equipment, with an additional week for shipping and delivery to the site. Based on current lead times, the estimated schedule for delivery to the site is at least 8 weeks from the project award.

## FEE

We will perform the scope of work outlined in the prior sections for the fixed lump-sum total amount specified in the fee table below. As the project progresses, we will issue monthly incremental invoices reflecting the project's percent completion.

Please note adding the new monitoring devices to the existing system increases your yearly SCS RMC Services fee by [REDACTED] per year per IIoT device.

#	ITEM DESCRIPTION	COST
1	Design and Management	[REDACTED]
2	Furnish Equipment	
3	Configuration	
4	Installation, Startup, and Commissioning	
	<b>TOTAL</b>	

## ESTIMATED COSTS FOR FUTURE WELLS

Based on the costs presented above, and if the sensors and equipment detailed herein are the best solution to this need, we estimate that the cost to furnish and install this well temperature monitoring system at future wells will be approximately [REDACTED] per well (assuming a quantity of approximately 140 wells), plus an increase to your SCS RMC Services fee. The additional monthly service fee will depend on the final well count and should be no more than approximately [REDACTED] per year per additional IIoT device. After we complete the work, we will update our costs with the lessons learned from the initial work and send you a proposal for the remaining wells.

## CLOSING

We appreciate the opportunity to provide this proposal, and we look forward to working with you on this and future projects. If you approve, kindly sign and return the proposal to us.

Please feel free to contact us with any questions or comments.

Sincerely,



Sam Dean  
Sr. Project Manager, SCS RMC  
SCS Engineers



Antonio Faro  
Project Estimator, SCS RMC  
SCS Engineers

Mr. Cassulo  
September 12, 2024  
WO: 1858.0  
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**Acknowledgment and Acceptance of Proposal:**

CLIENT: Waste Connections

BY: 

NAME: Steve Cassulo

TITLE: District Manager

DATE: 9.16.24

September 17, 2024

Mr. Steve Cassulo  
Chiquita Canyon Landfill  
29201 Henry Mayo Drive  
Castaic, CA 91384

**Subject:** Response to South Coast Air Quality Management Stipulated Order for Abatement in Case No. 6177-4 Condition 66(a)(ii)  
Chiquita Canyon Landfill, Castaic, California

Dear Mr. Cassulo,

On behalf of Chiquita Canyon, LLC (Chiquita), SCS Engineers (SCS) hereby submits this letter in response to Condition No. 66(a)(ii) in the Stipulated Order for Abatement in Case No. 6177-4 (SOFA) with the South Coast Air Quality Management District (South Coast AQMD). Condition No. 66(a)(ii) states:

- ii. Submit all known information of design, implementation, installation, and specification issues/concerns by no later than September 17, 2024. This shall include documented correspondence and correspondence reports (for live correspondence prior to August 17, 2024) summarizing results of all communication with system, device, and component vendors/manufacturers and/or contractors identifying the following, including, but not limited to:*
- 1. the system, device, and component viability and availability, and*
  - 2. the system, device, and component design, implementation, installation, and specification issues, such as compatibility, physical constraints, specifications falling short of operational need, and supply chain timelines.*

Based on the Reaction Committee's recommendations and issues identified in the April 19, 2024 submission to the South Coast AQMD, document titled "LFG Wellfield Automated Remote Monitoring Plan", and upon further analysis, the initial pilot program for six (6) wells to evaluate the feasibility of the remote monitoring system was implemented.

The original design for the six (6) pilot remotely monitored landfill gas wells to meet the original requirements of the SOFA included the following key system components:

- Component 1: three (3) down-well thermocouples to measure temperature at varying depths;
- Component 2: one (1) down-well level transducer to measure liquid level within the well;
- Component 3: one (1) top-mounted pressure transducer to measure vacuum applied to the wellhead;
- Component 4: one (1) industrial cellular IIoT device to gather data from the sensors and transmit it to SCS' cloud-based Supervisory Control and Data Acquisition system for remote monitoring, alarming, and reporting;





- Component 5: two (2) remote input cards to gather data from the sensors and transmit it to the IIoT device; and
- Component 6: one (1) solar power system to source 12-VDC for the sensors and IIoT device

Details of these key system components' impacts on the project schedule for the initial six (6) pilot wells are below. Documentation of email correspondence including the quote requests to vendors, quotes for the equipment, and purchase orders issued for the equipment are provided in the attachments.

Each of the down-well components described below poses a risk of entanglement, interference with pumping systems, obstruction of the well, and subsequent failure, and are no longer required as part of the modifications to the SOFA.

There is also a risk that the down-well and top-mounted components may not have long-term computability with the ETLF conditions, including the elevated temperatures, build-up from debris in the liquids, and chemical compatibility with the liquids.

Due to the modifications to Condition No. 66 (a) on August 27, 2024, to evaluate the feasibility of measuring the temperature and pressure at the well head, the equipment identified below, other than Components 3 and 4, is no longer required. We are providing this response to satisfy Condition No. 66 (a)(ii).

#### **Original Component 1: Down-Well Thermocouples**

SCS has successfully utilized down-well thermocouples in multiple installations at multiple sites. Based on our experience, we specified a known sensor that has proven compatible at other landfills that have similar sub-surface conditions. These specific sensors were custom-manufactured by Chicago Electrical Laboratories, Inc. The lead time for these sensors was approximately two (2) weeks for the initial six (6) pilot wells.

This down-well component poses a risk of entanglement, interference with pumping systems, obstruction of the well, and subsequent failure, and is no longer required as part of the modifications to the SOFA.

#### **Original Component 2: Down-Well Level Transducers**

Level transducers are widely used in the landfill industry for level measurement. Installing these devices in the anticipated conditions at CCL with the landfill gas wells in the reaction area poses a challenge. SCS evaluated level transducers from several vendors to identify sensors that could withstand elevated temperatures while also meeting the electrical area hazardous classification rating. We identified sensors from the vendors below and compared their specifications to choose a sensor with the highest temperature rating that met the hazardous classification.

Sensors Evaluated:

- APG
- Dwyer
- Ametek STC
- IFM

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

SCS chose the level sensor manufactured by Wika Instrument, LP, as it had the highest environmental temperature rating of the sensors compared. These sensors had to be custom-ordered because of the custom cable required for the higher temperature rating. When placing the order, the lead time for these custom level sensors was originally six to seven (6-7) weeks for the initial six (6) pilot wells. The lead time from the factory later changed to nine (9) weeks for the initial six (6) pilot wells. These sensors are anticipated to ship on September 20, 2024. The lead time of this component impacted the original project schedule.

This down-well component poses a risk of entanglement, interference with pumping systems, obstruction of the well, and subsequent failure, and is no longer required as part of the modifications to the SOFA.

### **Original Component 3: Top-Mounted Pressure Transducers**

SCS has successfully utilized pressure transducers to measure applied vacuum in gas collection systems at multiple sites. Based on our experience, we specified a sensor that we have used at other landfills. We selected a cooling adapter for the sensors to increase the device temperature rating to 300 degrees Fahrenheit. The sensors and cooling adapters are manufactured by Wika Instrument, LP. These sensors were custom-ordered to meet the compound pressure range required to investigate their feasibility to monitor vacuum and positive pressures. The lead time for these custom scaled sensors was six to seven (6-7) weeks for the initial six (6) pilot wells.

### **Original Component 4: Industrial IIoT Devices**

SCS has successfully utilized Cellular IIoT devices in various applications at multiple locations at CCL as well as at multiple other sites. Based on our experience, we specified a SignalFire Telemetry Ranger Cellular IIoT device to gather signals from the wellhead sensors and transmit data back to SCS' SCSRMC.com cloud-based Supervisory Control and Data Acquisition platform. These devices are stock items available in two to four (2-4) weeks for the initial six (6) pilot wells.

### **Original Component 5: Remote Input Cards**

SCS has successfully utilized remote input cards that are compatible with the selected cellular IIoT devices in various applications at multiple locations at CCL as well as at multiple other sites. Based on our experience, we specified thermocouple and analog input cards manufactured by Horner Automation Group to convert signals from the wellhead sensors and transmit to the IIoT device. These devices are stock items available in two to three (2-3) weeks for the initial six (6) pilot wells.

### **Original Component 6: Solar Power System**

SCS has successfully designed and built solar-powered systems for remote monitoring applications at multiple sites, including CCL. We designed the solar power systems for this project to provide power to the sensors and Cellular IIoT devices at each location. The components are stock items from various suppliers with the longest lead time of approximately two (2) weeks for the initial six (6) pilot wells. Additional time was necessary to fabricate the solar power systems.

The solar power systems are no longer necessary due to the reduced power requirements of the modified design.

Longer lead times for components would be expected for larger orders, particularly for custom components. The fabrication, installation, and commissioning timeline also increases with the number of devices required due to the necessity to ensure availability of qualified staff and field personnel.

If you have any questions regarding the information contained in this submittal, please contact the undersigned.

Sincerely,



Sam Dean  
Senior Project Manager, SCS RMC  
**SCS Engineers**



Arthur E Jones, Jr.  
Regional Manager, VP  
**SCS Engineers**

CC:

Nicole Ward, Chiquita Canyon, LLC  
Amanda Froman, Chiquita Canyon, LLC  
Baitong Chen, South Coast AQMD  
Nathaniel Dickel, South Coast AQMD  
Christina Ojeda, South Coast AQMD

ATTACHMENTS

## ATTACHMENT 1 – COMPONENT 1 - DOWN-WELL THERMOCOUPLES

## Dean, Samuel


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**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


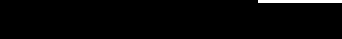
Thank You,

Dana Sedillo  
Project Coordinator  
SCS RMC  


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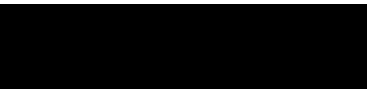
---

**From:** Sedillo, Dana  
**Sent:** Monday, July 22, 2024 2:01 PM  
**To:** Jim Reinsel   
**Cc:** Dean, Samuel   
**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  


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---

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

**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]

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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

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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

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---

**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

1776 Enterprise Parkway | Twinsburg, OH 44087

Internet: [www.clevelandelectriclabs.com](http://www.clevelandelectriclabs.com)





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**From:** Sedillo, Dana [REDACTED]  
**Sent:** Thursday, July 18, 2024 3:40 PM  
**To:** Jim Reinsel [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

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---

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

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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

1776 Enterprise Parkway | Twinsburg, OH 44087

/ Internet: [www.clevelandelectriclabs.com](http://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  
[REDACTED]

[www.scsengineers.com](http://www.scsengineers.com)

External

External

External

# SCS FIELD SERVICES

## Purchase Order 07-RMC00549R

DATE **7/23/24**

<b>TO</b> 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	0087056	<b>SHIP TO</b> Sam Dean Attn: Chiquita Wellheads 2403 Hilltown Pike Perkasie, PA 18944	<b>BILL TO</b> SCS Field Services Accounts Payable 3900 Kilroy Airport Way Suite 100 Long Beach, CA 90806
---	---------	--	--

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			10/18/2023
2	MGO-K-3-4-U-480-5-120-E-00-04-0	1.00 Each			10/18/2023
3	MGO-K-3-4-U-720-5-120-E-00-04-0	5.00 Each			10/18/2023
4	MGO-K-3-4-U-960-5-120-E-00-04-0	1.00 Each			10/18/2023
5	MGO-K-3-4-U-XXX-5-120-E-00-04-0 XXX= 1044" long	1.00 Each			10/18/2023
6	MGO-K-3-4-U-XXX-5-120-E-00-04-0 XXX= 1104" long	1.00 Each			10/18/2023
7	MGO-K-3-4-U-XXX-5-120-E-00-04-0 XXX= 1200" long	3.00 Each			10/18/2023
8	MGO-K-3-4-U-XXX-5-120-E-00-04-0 SCS (115FT)	1.00 Each			10/18/2023
9	MGO-K-3-4-U-XXX-5-120-E-00-04-0 SCS (120FT)	1.00 Each			10/18/2023
10	MGO-K-3-4-U-XXX-5-120-E-00-04-0 SCS (130FT)	1.00 Each			10/18/2023
11	MGO-K-3-4-U-XXX-5-120-E-00-04-0 SCS (140FT)	1.00 Each			10/18/2023
12	MGO-K-3-4-U-XXX-5-120-E-00-04-0 SCS (160FT)	1.00 Each			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]

<b>Quotation: 211221</b>	
Contact:	
P:	
E:	

**Bill To:** 102858  
SCS ENGINEERS ACCTS PAYABLE  
EMAIL INVOICES TO:  
[REDACTED]  
KILROY AIRPORT WAY SUITE 100  
LONG BEACH, CA 90806

**Ship To:**  
SAM DEAN  
SCS FIELD SERVICES  
CHIKUITA 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 MGO-K-3-4-U-240-5-120-E-00-04-0	5	[REDACTED]	EA	[REDACTED]

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

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

Line No.	Item No.	Qty	Unit Price	Unit of Measure	Extended Price
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**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
<b>Additional Description:</b> 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) <b>T/C Type:</b> K <b>Sheath:</b> 316SS <b>GA/Dia:</b> .125 (1/8) <b>Tolerance Limit:</b> Special <b>Blue:</b> Yes <b>Tag Logo:</b> CEL Logo <b>Tagging:</b> STANDARD <b>Serialization:</b> 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  


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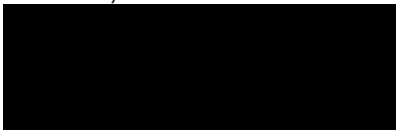
**From:** James Cagwin - Miller Energy   
**Sent:** Monday, July 22, 2024 2:43 PM  
**To:** Sedillo, Dana   
**Cc:** Dean, Samuel   
**Subject:** Re: Chiquita quotes

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  


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]

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**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]

[www.millerenergy.com](http://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

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**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](#)

[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



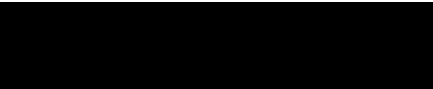
- 157
  - 102
  - 132
  - 150
  - 97
- 
- (6) Wellhead Pressure Transmitters - Wika IS-3, P/N 52990885 – similar to the attached quote but quantity 6
  
  - (6) Wika Cooling Towers - For Wika IS-3 sensor above, P/N 52827338

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



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# SCS FIELD SERVICES

## Purchase Order 07-RMC00551R

DATE **7/23/24**

<b>TO</b>	Miller Energy Inc dba Milmac Inc MILMAC INC DBA MILLER ENERGY INC 3200 S. Clinton Ave. South Plainfield, NJ 07080	0223710	<b>SHIP TO</b>	Sam Dean Attn: Chiquita Wellheads 2403 Hilltown Pike Perkasie, PA 18944	<b>BILL TO</b>	SCS Field Services Accounts Payable 3900 Kilroy Airport Way Suite 100 Long Beach, CA 90806

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			1/18/2024
2	Part No. 52827338 Wika Instrument	6.00 Each			1/18/2024
3	Part No. 76216369 Wika Instrument	1.00 Each			1/18/2024
4	Part No. 76216370 Wika Instrument	2.00 Each			1/18/2024
5	Part No. 76216372 Wika Instrument	2.00 Each			1/18/2024
6	Part No. 76216374 Wika Instrument	1.00 Each			1/18/2024
7	Estimated tax and shipping	1.00 Each			1/18/2024

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 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's 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**



**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		

[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		

[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**



**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***		

[Product Catalog](#)

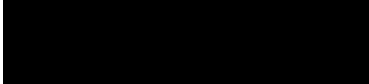




505 Gordon Drive  
Exton, PA 19341-1252  
TEL: [REDACTED]  
FAX: [REDACTED]

**Quotation For:**

**SCS Engineers**  
**3900 Kilroy Airport Way**  
**Suite 100**  
**Long Beach, CA 90806-6816**



**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***		

[Product Catalog](#)

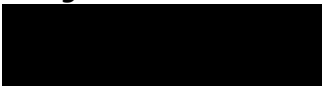






505 Gordon Drive  
Exton, PA 19341-1252  
TEL: [REDACTED]  
FAX: [REDACTED]

**Quotation For:**  
**SCS Engineers**  
**3900 Kilroy Airport Way**  
**Suite 100**  
**Long Beach, CA 90806-6816**



**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***		

[Product Catalog](#)





505 Gordon Drive  
Exton, PA 19341-1252

TEL: [REDACTED]

FAX: [REDACTED]

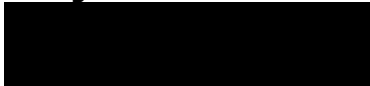
### Quotation For:

**SCS Engineers**

**3900 Kilroy Airport Way**

**Suite 100**

**Long Beach, CA 90806-6816**



**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***		

[Product Catalog](#)



**Total:**



#### 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](http://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#B3# hduv\$##  
[www.netechsales.com](http://www.netechsales.com) | Follow us on [LinkedIn](#)

171 Ruth Road, Harleysville PA 19438

[REDACTED]  
[www.netechsales.com](http://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](http://www.scsengineers.com)

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

DATE

**7/1/24**

<b>TO</b>	North East Technical Sales, Inc. NORTH EAST TECHNICAL SALES INC 171 Ruth Road Harleysville, PA 19438	0242041	<b>SHIP TO</b>	Sam Dean Attn: Chiquita 2403 Hilltown Pike Perkasie, PA 18944	<b>BILL TO</b>	SCS Field Services Accounts Payable 3900 Kilroy Airport Way Suite 100 Long Beach, CA 90806

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			10/18/2023
2	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.



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

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

Attn: Dana Sedillo

Phone:

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	<b>RANGER-4DPak-Int-Modbus-NoSIM-N-N-N</b> 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		

**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:**

**Fax:**

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**

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**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  
[REDACTED]



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**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](http://www.scsengineers.com)

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**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  
[REDACTED]



---

**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  
[REDACTED]



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**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]

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[www.scsengineers.com](http://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:	[REDACTED]
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  
[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]	
	COMMENT:	factory stock			
2	 HOR HE359ADC120	4 channel Analog Inputs, Current (4-20mA), 1uA resolution, 2000vac isolation (ch-RS485 & ch-power)	6 EA		
	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](mailto:orders@stokeselectric.com)

There is no tax calculated on this quote

**Subtotal:**

**Freight:**

**Sales Tax:**

**Total:**

X \_\_\_\_\_ Date \_\_\_\_\_