

Proposed Change Order
City of Needles Well No. 11 Treatment Plant Upgrade Project



WATERWORKS
ENGINEERS

PCO NO.: 3
SUBJECT: Entrance Gate Modifications
FROM: Water Works Engineers
AUTHOR: Joe Riess

DATE REQUESTED: 4/29/2024

TO: City of Needles
Attn: Kathy Raasch
817 Third Street, Needles, CA 92363

760-326-5700 Ext. 130

WORK CHANGE REQUESTED:

Demolish the existing 13.6' x 24' metal canopy over wellhead and install new 14'x30.1' metal canopy and foundation which will cover the relocated main switchboard (MSB). New canopy will have aluminum roof hatch over well pump that can be opened for pump removal and installation.

JUSTIFICATION OR NEED FOR THE CHANGE:

The existing metal canopy over the wellhead must be completely removed for well pump removal and installation, and it also will not cover the relocated MSB. The existing canopy and foundation were not designed in accordance with applicable building codes and we believe it would be unsafe to reinstall it after construction. A new metal canopy, appropriately designed for the site conditions, is recommended.

PROJECT IMPACT:

COST CHANGE, \$ \$113,614.88

TIME CHANGE, days 113 as calculated from July 11th, 2024
Additional days maybe required and is based on
release of fabrication for the canopy

CONTRACTOR
Pacific Hydrotech Corporation

ENGINEER
Water Works Engineers, LLC

By: _____

By: _____

Date: 05/02/2024

Date: 05/02/2024



April 30, 2024

City of Needles
817 3rd Street
Needles, CA 92363

Project: 1307 River Road - Well 11 Improvements

Reference: New canopy supply and installation.

Dear Kathy,

Find for your review and approval the attached documents for the owner requested addition of the demolition of the existing canopy and foundations, new canopy, engineering, foundations, installation and additional housekeeping slab area.

Estimated delivery date 4th quarter of 2024. A firm delivery will be provided upon release for fabrication and additional contract days will be calculated at that time.

Respectfully,

Eric Christensen
Pacific Hydrotech, Inc

Equipment Total Cost		\$	9,692.94
Material Total Cost		\$	5,675.82
Subcontracts Total Cost		\$	64,639.98
Labor Total Cost		\$	33,606.14
Subtotal		\$	113,614.88
Bond	0%	\$	-
Insurance	0%	\$	-
TOTAL COSTS			\$ 113,614.88



Kelly Group, Inc.
220 North H Street
Fremont, NE 68025
www.kellyklosure.com
800.228.7230

Danny Whitlow
P:(402) 727-1344
M:(402) 677-4198
dwhitlow@kellyklosure.com



TOUGH BY DESIGN. CUSTOM BY CHOICE.

Customer: Eric Christensen
Company: Pacific Hydrotech Corporation
Address:

Phone: (951) 943-8803
Mobile: (951) 704-0526
Fax:
e-Mail: echristensen@pachydro.com
Terms: Pending Credit Review

Quote: 230821DW1R2
Date: 4/30/2024
Validity: 30 days

Project: Water Works Engineers - Needles, CA Canopy Proposal

Dimensions 12'W X 30'L X 10'H low eave (approx.)

Design Criteria Seismic Design Category: $S_1=0.118$ $S_s=0.214$ $S_{DS}=0.229$ $S_{D1}=0.186$

Model Code: 2021 IBC Soil Site Class D

Roof Load: 20 PSF Live Load Risk Category: II

Wind Load: 99 MPH 3-Second Gust, Exposure C Importance Factor: 1

Pricing					
Item	Description	Quantity	Unit Price	Extended Price	
1	Canopy as described on page 2	1	\$ 49,152	\$	49,152
2	Estimate Freight to	1	\$ 4,532	\$	4,532
Total				\$	53,684

Option(s): Stamped Drawings and Calculations (CA) - \$ 3,450

The pricing shown here does not include any applicable state, local sales or use taxes.

Kelly Klosure collects sales and use taxes in the following states: CA, IL, IA, IN, KS, MN, MI, NE, NJ & WA

PLEASE REVIEW THE NOTES ON PAGE 3

Ship To/Project Location:

Company:

Contact:

Address:

Needles, CA 92363

Kelly Klosure Building Specification

Project: **Water Works Engineers - Needles, CA Canopy**

Dimensions 12'W X 30'L X 10'H low eave (approx.)

Design Criteria Seismic Design Category: $S_1=0.118$ $S_s=0.214$ $S_{DS}=0.229$ $S_{D1}=0.186$

Model Code: 2021 IBC

Soil Site Class D

Roof Load: 20 PSF Live Load

Risk Category: II

Wind Load: 99 MPH 3-Second Gust, Exposure C

Importance Factor: 1

Description/Features

Building Size:	12'W X 30'L X 10'H low eave (approx.)
Roof Type:	Single Slope
Roof Sheeting:	Standard Gauge and 3/4" Profile
Roof and Trim Finish:	30% SMP - Painted Finish per Mfg. Standard Colors
Structural Steel Finish:	Hot Dip Galvanized
Gable Area:	N/A
Column Spacing at Eaves:	15' (approx. - with center column slightly offset)
Roof Supports:	Column and beam support at low eave
Gutters & Downspouts:	None
Anchors:	Anchors not included
Submittals:	MFGR Std Approval Drawings Only

Special Features/ Notes:

Steel for connection of roof panels to CMU wall at high eave is provided. Attachment to existing CMU wall by customer/others. Structural integrity and capacity of existing CMU wall confirmed by customer/others.

4'X4' Roof Hatch (open from below)

The pre-engineered panelized building described above shall be capable of being easily and quickly assembled or disassembled from self-framing modular panels with a crew that has no pre-exposure to the system. The term self-framing modular panels, as used here, shall mean easy-to-assemble structured panels manufactured as integral units of self-framing structure, exterior steel sheeting, and rigid insulation if applicable. The exterior sheeting and insulation shall be factory attached to the face of the structure with anti-siphon overlapping edge to prevent leaks. Attaching exterior sheeting and insulation with self-tapping screws or other devices at the erection site shall not be acceptable. Self-framing panels shall be fabricated by a manufacturer experienced in the business of engineering, producing, and field servicing structured panel buildings. A complete set of drawings tailored to this application shall be provided to illustrate assembly. The building described herein shall be capable of being easily dismantled, packaged, and transported by standard highway vehicle without special load permits and then reassembled at the

Important Notes:

1. Orders placed against this budget estimate assume buyer agrees to all structural design criteria.
2. The building dimensions quoted are inside dimensions. Exterior dimensions are impacted by building design criteria and insulation thickness. Please contact a Kelly Klosure technical representative before pouring your concrete foundation/slab.
3. Temporary steel baseplate and earth anchor tie down systems (if included and noted on page 1), do not meet building code and are designed for temporary use only. The baseplate and earth anchor system is designed to meet a basic wind load of 70 MPH and the snow criteria noted on page 1 based upon a minimum of 2000 psf soil bearing capacity. This temporary anchoring system does not meet seismic criteria. The building itself is designed to meet the building code and design data listed if anchored to a suitable permanent foundation.
4. Items supplied by others included (unless otherwise stated in quote): a) Building Permit; b) Final Foundation Design, Materials and Installation including Expansion Anchors (unless noted in Anchorage in Description - Page 1); c) Assembly Labor and Equipment; d) HVAC Design, Material and Installation; e) Electrical including Lighting and Design, Materials and Installation; and f) Fire Safety Signs and Hardware, Design, Materials and Installation.
5. Assembly Drawings are provided with orders.
6. For crane liftable buildings or removable roof sections all rigging accessories for lifting by crane including but not limited to spreader beam clevises and straps to be designed and supplied by others.
7. IN THE EVENT THE BUYER SHOULD USE OR SEEK TO USE ORDERED PRODUCT AS AN ENCLOSURE TO THE PROCESSING, SHELTER, STORAGE, CONTAINMENT OR ANY OTHER USE INVOLVING TOXIC, HAZARDOUS, UNSTABLE OR DANGEROUS SUBSTANCE, PRODUCT, WASTE OR MATERIALS THE BUYER SHALL DO SO AT ITS OWN SOLE RISK AND LIABILITY AND PERIL. The Buyer by issuing a purchase order based on this Conditions of Sale agrees to defend, indemnify and hold the Seller and Manufacturer harmless from any and all claims, losses, liabilities, suits and damages (including attorney's fees) resulting from any loss or damage to any person arising, directly or indirectly, from an incident to the processing, sheltering, storage, containment or any other use of toxic, hazardous, unstable or dangerous substance, product, waste or materials.
8. Temporary building(s) anchored to an existing surface are designed to meet the building code and design loads listed only if anchored to a suitable permanent foundation. Buildings being anchored to a non-permanent foundation may not meet local building code.
9. This proposal excludes requirements related to life safety and other items outside of the structural design. Life safety, fire protection and other non-structural requirements are to be reviewed, specified and approved by others. If building permits are required for this project, it is Kelly Klosure's recommendation that they be pulled prior to any release for manufacturing. Any changes to design, engineering and/or manufactured material due to requirements specific to the permitting process are at the buyer's expense.
10. This proposal is based on Kelly Klosure's ISO 9001:2015 quality process. Any additional processes and/or procedures will be considered for implementation. Additional Cost and/or an extended lead time may result depending on the impact of the additional processes.
11. This proposal includes standard commercial packaging designed to deliver the finished product undamaged in transit. Marking of panel racks, bundles and crates with the Buyers Name and/or Purchase Order number is also included. Additional Packaging and/or marking requirements may result in additional cost and/or lead time.
12. Kelly Klosure will provide approval drawings confirming dimensions and building/enclosure specifics within 3 to 5 days after receipt of order. Upon receipt of the Buyer's signed approval and release for fabrication, Kelly Klosure will confirm the orders ship date. All lead times provided by Kelly Klosure are based on the date this release for fabrication is received.
13. Delays greater than 90 days between order by the customer and release for fabrication may be subject to price increases for material costs. These material costs include, but are not limited to, steel, doors, windows, insulation, ventilations and electrical equipment.
14. Work on any additional engineering items purchased, such as stamped drawings, calculations, foundation design, etc. will be started upon receipt of signed approval drawings.

CONDITIONS OF SALE (05/2021)

KELLY GROUP, INC.

1. **OFFER/ACCEPTANCE.** The purchase order for goods identified on the reverse side ("Goods") is expressly conditional upon the Buyer's assent to all the terms and conditions herein, including any terms additional to or different from those proposed by Buyer. These terms and conditions shall supersede any provisions, terms, and conditions contained in writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof. New buyers will be subject to Seller's Credit Review and may be required to furnish an irrevocable Letter of Credit, prepayment, UCC Security Interest or guarantee from its parent company or company officers. No purchase order shall be deemed final and binding upon Seller until Seller has executed and returned to Buyer its order acknowledgement. Buyer may not withdraw or cancel its purchase order once delivered to Seller (even if Seller has not yet returned its order and acknowledgement) without the express written consent of Seller, or as otherwise provided hereunder. Seller shall be under no obligation to accept any order submitted by Buyer.

2. **PRICES/LATE FEES.** Prices are as stated on the purchase order. Written proposal prices automatically expire 30 calendar days from the date issued and are subject to termination by notice from Seller within that period. A 1-1/2% per month service charge will be accrue on all accounts 30 days past due. If an account reaches 60 days past due, the account will automatically go on a pre-payment basis.

3. **TAXES.** Any taxes imposed with respect to the sale of the Goods are not included in the proposal price and such taxes shall be added to and paid as part of the purchase price when invoiced. All taxes assessed to this order or the Goods are the responsibility of the Buyer, including but not limited to local, and regional sales taxes and personal property tax, or the Buyer is to provide Seller with a valid tax exemption certificate. In the event that Buyer either fails to pay the tax or other charges as agreed above or fails to provide a valid exemption certificate, Buyer agrees to indemnify and hold Seller harmless from any liability and expense by reason of Buyer's failure. Such indemnification shall include, but not be limited to, attorneys' fees and/or other legal expenses relating to such failure.

4. **TITLE:** Title to and risk of loss of the Goods shall pass to Buyer either upon delivery to the carrier, FOB Shipping Point or FOB Destination as indicated in the purchase order. If the purchase order does not specify either FOB Shipping Point or FOB Destination, title and risk of loss shall pass to Buyer FOB Shipping Point.

5. **DELIVERY:** Delivery dates stated, if any, are projections and are not a guarantee of delivery on a particular date. A confirmed ship date will be provided upon receipt by Seller of approval drawings signed by an authorized representative of the Buyer. Any Goods unavailable at the time of the order will be backordered by Seller and will be shipped as soon as possible.

6. **DELAYS:** 1.) Delays greater than 30 days between the date of Seller's submission of order confirmation/approval drawings and the Buyer's signed approval/release for fabrication may be subject to price increases for material costs. These material costs include, but are not limited to, steel, doors, windows, insulation, ventilations and electrical equipment.

2.) In the event that Seller has the order ready to ship by the confirmed ship date and Buyer requests shipment be delayed, Seller will delay shipment, but will be allowed to invoice on the confirmed ship date and Buyer shall pay said invoice within the terms of payment agreed to on the order/contact. Seller will store the order materials for thirty (30) days free of charge. If Buyers delay extends beyond thirty days of the confirmed ship date, Seller will charge the Buyer a storage fee based on the following:

<u>Outside Storage at Seller's manufacturing facility:</u>	\$ 500/ month for orders less than truckload (LTL), \$ 1,000/month for greater than truckload (TL)
<u>Inside Storage at Seller's manufacturing facility:</u>	\$ 1,000/month for less than truckload (LTL) \$ 2,000/month for greater than truckload (TL)

3.) Seller shall not be liable to Buyer or any third party for a failure or delay in delivering Goods, if such failure or delay results from (a) strikes, lockouts or other disputes or unrest; (b) fire, explosion, flood, natural disaster or act of God; (c) war, civil disturbance, riots or armed conflict; (d) governmental action, order, condemnation, sequestration, confiscation or other act directly or indirectly affecting Seller's performance hereunder; (e) Seller's inability to obtain Goods; or (f) any other cause beyond Seller's control.

7. **INSPECTION/CLAIMS.** Buyer shall, upon reasonable notice to Seller, have the right to inspect the Goods at the point of shipment. Upon delivery to the carrier, Seller's responsibility ceases. Claims for defective Goods, shortages, or for any other cause, shall be deemed waived and released by Buyer, unless made in writing to Seller within ten (10) days of receipt of Goods by Buyer.

8. **PERMISSIBLE VARIATIONS.** The Goods sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

9. **ADVICE.** The advice of Seller's staff is available to the trade, but Seller, not controlling or supervising the subsequent installation or modification of the Goods or their use after sale, does not warrant or guarantee such advice.

10. PATENTS. Except with regard to components of third parties incorporated into the Goods, Seller shall indemnify Buyer against attorney's fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any suit being brought to give Seller the opportunity to defend such suit and cooperates with Seller with respect to such defense.

11. BUYERS RIGHT OF TERMINATION (TO INCLUDE TERMINATION FOR CONVENIENCE). The Buyer may cancel an order for Goods (the Work) or any part thereof by written notice to the Seller. Upon receipt of such notice, Seller shall discontinue work on such Goods and Buyer shall pay to Seller that portion of the contract price for the Goods and/or Work completed by the Seller. If the Buyer has released the Seller for fabrication, the Buyer shall pay to the Seller that portion of the contract price for the Goods and/or Work completed by the Seller, plus Seller's 35% restocking fee on the uncompleted portion of the work. Buyer's obligation to the Seller for termination shall not exceed the total contract value.

12. SELLER'S RIGHT OF TERMINATION. Seller shall have the right to terminate this Agreement at any time upon written notice to Buyer upon the enactment, cancelation, or modification of any laws or regulations that affect the Goods.

13. BUYER'S RISK/INDEMNITY. IN THE EVENT THE BUYER SHOULD USE OR SEEK TO USE THE GOODS AS AN ENCLOSURE TO THE PROCESSING, SHELTER, STORAGE, CONTAINMENT OR ANY OTHER USE INVOLVING TOXIC, HAZARDOUS, UNSTABLE OR DANGEROUS SUBSTANCES, PRODUCTS, WASTE OR MATERIALS, THE BUYER SHALL DO SO AT ITS OWN SOLE RISK AND LIABILITY AND PERIL. Buyer agrees to defend, indemnify and hold the Seller harmless from any and all claims, losses, liabilities, suits and damages (including attorney's fees) arising, directly or indirectly, from Buyer's processing, sheltering, storage, containment or any other use of toxic, hazardous, unstable or dangerous substances, products, wastes or materials, or from the violation of any environmental laws relating to Buyer's use of the Goods.

14. DEFAULT. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms hereof or any other contract between Buyer and Seller, Seller may at its option defer shipment of Goods, require payment in cash or security for payment prior to shipment, or terminate this Agreement. Seller's remedies shall be cumulative and in addition to any other remedies provided at law or in equity. Buyer shall be liable to seller for all costs and attorneys' fees incurred in enforcing the terms and provisions of this Agreement.

15. PROPRIETARY INFORMATION. The Seller shall at all times have and retain title to all drawings, specifications, designs, and concepts furnished to Buyer in connection with the Goods, and Buyer acknowledges that all such drawings, specifications, designs, and concepts are the sole proprietary information and property of Seller. Buyer shall not disclose any such drawings, specifications, designs, and concepts to any person or entity. Notwithstanding the foregoing, the Buyer shall have a transferable license to use the drawings provided to the fullest extent necessary to realize the benefits of the Goods supplied under the Purchase Order. Upon Seller's request, Buyer shall promptly return any drawings, specifications, or designs delivered by Seller to Buyer in connection with the Goods.

16. WARRANTY/DISCLAIMER. EXCEPT AS SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE ARISING FROM ANY COURSE OF DEALINGS OR PERFORMANCE OR USAGE OF TRADE. THE WARRANTIES CONTAINED HEREIN ARE EXPRESSLY IN LIEU OF ANY OTHER EXPRESSED OR IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND OF ANY OTHER OBLIGATION ON THE PART OF SELLER. Subject to the limitations set forth below, Seller warrants to Buyer that the Goods will conform with the specifications specifically identified on the first page of this Agreement, and that the Goods and workmanship shall be free, under normal use and service, from defects in material and workmanship for a period of twelve (12) months from date of shipment ("Warranty Period"). If a defect is reported to Seller within ten (10) days of the date the defect was discovered or reasonably should have been discovered, whichever is earlier, and the report is made during the Warranty Period, Seller will repair or replace the Goods at its own expense and sole option.

REPAIRS NOT COVERED. Notwithstanding the foregoing, this warranty does not apply to (i) the failure of the Goods resulting from misuse, negligence or accident, (ii) any Good or part that shall have been repaired or altered by anyone who is not an authorized service representative of Seller in such a way that, in the sole judgment of Seller, its performance or reliability is adversely affected, (iii) failures of Goods, parts or accessory items not manufactured by Seller except to the extent of the warranty given by the actual manufacturer, (iv) failures in any way resulting from the use of parts, components or accessories not manufactured or approved by Seller, (v) normal maintenance and service, and (vi) deterioration of the appearance due to normal use or exposure.

17. REMEDIES EXCLUSIVE/DAMAGES. IT IS HEREBY EXPRESSLY AGREED THAT THE EXCLUSIVE REMEDIES THE BUYER HAS IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON THE GOODS ARE THOSE SET FORTH HEREIN. IN NO EVENT WILL SELLER OR ANY AUTHORIZED REPRESENTATIVE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, CONTINGENT OR SECONDARY DAMAGES OR INJURIES INCLUDING BUT NOT LIMITED TO LOSS OR PROFITS, PRODUCTIONS OR PRODUCTS, RENTAL OR SUBSTITUTE EQUIPMENT OR OTHER COMMERCIAL LOSS. SELLER'S LIABILITY IS LIMITED TO THE REPAIR OR REPLACEMENT, F.O.B. PLANT, FOUND DEFECTIVE IN SELLER'S SOLE DISCRETION. REMEDIES SHALL IN NO EVENT EXCEED THE AMOUNT CHARGED FOR THE GOODS.

18. INDEMNIFICATION. Buyer agrees to indemnify and hold harmless Seller from any and all claims and legal action and to assume full responsibility for damage to property or for personal injury, including death, made by anyone whomsoever, which may arise out of the ownership or use of the Goods.

19. MISCELLANEOUS. The terms and conditions of this Agreement shall be governed and construed in accordance with the laws of the state of Nebraska. Buyer and Seller irrevocably agree that all actions or proceedings in any way, manner, or respect, arising out of or from or related to this Agreement or the transactions contemplated hereby shall be litigated in courts having situs within the city of Fremont, State of Nebraska. Buyer and Seller each hereby consent and submit to the jurisdiction of any local, state or federal courts located within Fremont, Nebraska and waive any right they may have to transfer or change the venue of any litigation brought against them by the other. The term "Seller" means Kelly Group, Inc. or an affiliate, and the term "Buyer" means the customer identified on the reverse side of this order. Buyer may not assign this Agreement without the Buyer's prior written approval. This Agreement can only be modified by a writing signed by both parties hereto. This Agreement is binding on the parties, their heirs, successors and assigns. Seller's failure to enforce any right hereunder shall not waive any right in respect to other or future occurrences. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any other provisions hereof, all of which provisions are hereby declared severable.

Eric Christensen

From: Danny Whitlow <dwhitlow@kellyklosure.com>
Sent: Tuesday, April 30, 2024 9:33 AM
To: Eric Christensen
Cc: Sybil Zambardi
Subject: RE: C2228 - Quote 230821DW1R1
Attachments: 230821DW1R2.pdf

Eric:
An updated quote is attached.
When the order is placed, Kelly Klosure will submit drawings for review, final approvals, and release for fabrication. Firm delivery dates are given after release for fabrication. With current demand and projects in the queue for production, a Q4 '24 delivery timeline is likely.
Call or email anytime with questions.
Thanks!

Danny Whitlow

Kelly Klosure Systems
220 North H St
Fremont, NE 68025
Office 402-727-1344
Mobile 402-677-4198
dwhitlow@kellyklosure.com
www.kellyklosure.com



CONFIDENTIALITY NOTICE:

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BRANCH N23
2250 SILVER CREEK RD
BULLHEAD CITY AZ 86442-8473
928-758-5757
928-758-6966 FAX

228324421

Job site

NEEDLES
1307 RIVER RD
NEEDLES CA 92363

Office: 951-943-8803 Cell: 951-704-0526

PACIFIC HYDROTECH CORP
314 E 3RD ST
PERRIS CA 92570-2225

Customer # : 657917
Quote Date : 12/15/23
Estimated Out : 02/19/24 09:00 AM
Estimated In : 03/18/24 09:00 AM
UR Job Loc : 1307 RIVER RD, NEEDL
UR Job # : 337
Customer Job ID:
P.O. # : QUOTE
Ordered By : ERIC CHRISTIANSEN
Written By : BRUCE ROKJER
Salesperson :

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:								
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.	
1	2331650	FORKLIFT VARIABLE REACH 10000# 50' & UP	669.00	669.00	2,087.00	4,150.00	4,150.00	
1	2305275	TRUSS BOOM 2000# CAPACITY 15' LONG	124.00	124.00	225.00	438.00	438.00	
*** ALL FORKLIFT ATTACHMENTS MUST BE APPROVED FOR USE, IN WRITING, ***								
*** BY THE FORKLIFT MANUFACTURER								
IF A CUSTOMER IS RENTING BOTH A FORKLIFT AND A FORKLIFT ATTACHMENT								
SIMULTANEOUSLY, A COPY OF THE MANUFACTURER'S WRITTEN APPROVAL MUST BE								
PRESENTED TO THE CUSTOMER AT THE TIME OF RENTAL AND A COPY OF THE								
APPROVAL SHALL BE INSERTED WITH THE FORKLIFT OPERATOR'S MANUAL								
						Rental Subtotal:	4,588.00	
SALES/MISCELLANEOUS ITEMS:								
Qty	Item		Price		Unit of Measure		Extended Amt.	
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	83.000		EACH		83.00	
1	DELIVERY CHARGE		135.000		EACH		135.00	
1	PICKUP CHARGE		135.000		EACH		135.00	
						Sales/Misc Subtotal:	353.00	
						Agreement Subtotal:	4,941.00	
						Tax:	372.47	
						Estimated Total:	5,313.47	

COMMENTS/NOTES:

CONTACT: ERIC CHRISTIANSEN
CELL#: 951-704-0526

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



Acknowledgement 0041350404

Customer PO # ERIC

SELLER: CEMEX Construction Materials South, LLC

Valid from: 08/08/2023

Valid to: 12/31/2023

Sales Office: Bullhead

Sales Employee: Tonja Frederickson

Terms of Sale: 1% 15th, net 20th

Delivery Terms: Delivered

Customer Job #:

P O BOX 1585

BULLHEAD CITY, AZ

928-763-1022

928-763-1942 (fax)

Prepared for: 0003035752

PACIFIC HYDROTECH CORPORATION

314 E 3RD ST

PERRIS CA 92570-2225

USA

Ship To: 0050379812

PACIFIC HYDROTECH CORPORATION

C2228 CITY OF NEEDLES

NEEDLES CA 92363

USA

Bill To: 0003035752

PACIFIC HYDROTECH CORPORATION

314 E 3RD ST

PERRIS CA 92570-2225

USA

Project Name: AB-219 C2228-CITY OF NEEDL

WE ACKNOWLEDGE RECEIPT OF YOUR ORDER FOR THE ITEMS LISTED BELOW, AT THE PRICES STATED IN OUR QUOTATION. YOUR ORDER IS ACCEPTED BASED SOLELY ON THE ORDER CONFIRMATION STANDARD TERMS AND CONDITIONS, WHICH SHALL CONTROL AND TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS TO THE CONTRARY CONTAINED IN YOUR PURCHASE ORDER, WHICH ARE HEREBY EXPRESSLY REJECTED.

Transmittal Message:

Due to extended travel/placement time, Cemex requests the incorporation of a hydration stabilizer (W.R., Grace Recover) be added to the concrete allowing the delivery/placement time to be extended based on customer's requirements.

****If trial batching is required additional cost will be charged at a rate of \$2500.00 per mix design and will a minimum time of 65days.**

***** AB-219 SET-UP FEE \$2000.00 AND PER TRUCK LOAD FEE OF \$200.00 PER TRUCK LOAD**

*****EXCELLORATORS ARE POSSIBLE 12/31/23 \$15.00 PER YARD, AND EVERY 6 MONTHS THERE AFTER.**

Time

RM = Allow 6 min per yard to unload, then \$2.00 min/thereafter

Short Load Delivery Charges Per Load

RM: LESS THAN 6 YARDS DUE TO TRAVEL TIME WILL BE \$300.00 PER TRUCK LOAD

*****There will be a fuel surcharge on all delivered loads. The charge will be on a sliding scales adjusted monthly based on fuel price according to WEST COAST PADD 5 (Diesel)**

Environmental fee per truck load \$15.00

Temperature Control:

Available upon request:

Chilly Water \$2.00 per yard

Entered by: TLFRED

Document date: 08/08/2023



Acknowledgement 0041350404

Customer PO # ERIC

Prepared for:
PACIFIC HYDROTECH CORPORATION

ICE Per LBS \$.40
Summer Set 1 (15 - 30 mins) \$4.50 per yard
Summer Set 2 (30 - 45 mins) \$4.75 per yard
Summer Set 3 (45 - 60 mins) \$5.00 per yard
Summer Set 4 (60 - 90 mins) \$5.25 per yard
Summer Set 5 (2 - 2.5 Hours) \$5.50 per yard

Winter Set 1 \$4.50 per yard
Winter Set 2 \$7.50 per yard
Winter Set 3 \$9.00 per yard

All others call for pricing.

Admixtures:
Accelerator will be added separately as needed.

Retarder will be added separately as needed.

Fibers:
Available upon request at an additional charge call for pricing.

Euclid Fiberstrand 150-1/4 \$7.00 per lbs
Tuf Strand SF \$21.00 per 3 lbs
Stealth Fiber 3/4 Monofmt \$7.50 per lbs
Fibrillated 3/4 & 1-1/2 \$7.00 per 1.5 lbs

Miscellaneous:
Seller reserves the right to (i) increase prices on any quotes or accepted orders without notice to reflect any raw material cost increases or surcharges incurred by Seller and (ii) defer or cancel any quotes or accepted orders in the event Seller becomes delayed or prevented from performing due to shortages or allocations of raw materials. In the event of a delay or cancellation resulting from shortages or allocations of raw materials, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or cancellation.

General:
Saturday Service \$4.00 per yard.
Prices quoted do not include Sunday or Holiday shipments, nor does it include any off-hour or overtime shipments. This quote applies to only our regular single-shift. Additional plant opening FEE \$2500.00 charge will apply for deliveries or pick-ups outside of regular shift approximately 6:00am to 4:00pm Monday # Friday.

Sales Tax:
Sales tax will be added to invoice if no tax exemption form received at the time of invoicing the material. Arizona Mining Tax will apply at a rate of 3.281% on all shipments crossing state lines.

Item	QTY	Material	Description	Price	Per UOM	Total
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Entered by: TLJFRED

Document date: 08/08/2023



Acknowledgement 0041350404

Customer PO # ERIC

Prepared for:
PACIFIC HYDROTECH CORPORATION

10	100.000 YD3	1624436	4500,AIR,EXT TRAVEL FLOW	163.00	1 YD3	16,300.00
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*This mix has 5% over spec on Ash & 274BS over cementitious

Acknowledgement Total 16,300.00

SALES TAX NOT INCLUDED

Accepted this _____ day of _____ 2023
upon Seller's attached Standard Terms and Conditions.

Firm: _____

Signature: _____

Print Name: _____

Title: _____

TAX EXEMPT _____ **YES** _____ **NO**

STANDARD TERMS AND CONDITIONS

Entire Agreement. The terms and conditions contained in this Order Confirmation ("Order Confirmation") shall constitute the entire Agreement ("Agreement") between the parties pertaining to the subject matter of this Order Confirmation. This Agreement incorporates herein by reference Buyer's previously executed Credit Application, if any, the Seller's Standard Terms and Conditions, and Seller's Quotation, as if fully set forth herein. This Agreement supersedes any and all prior or contemporaneous oral or written agreements between the parties with regard to the subject matter hereof.

Signature. In the event Buyer should fail to sign and return to Seller a copy of this Order Confirmation, acceptance of the Standard Terms and Conditions set forth herein shall be deemed to have been made by Seller supplying any portion of the Materials described herein.