



J.W.KERNS, INC.

AGRICULTURAL IRRIGATION

Sierra Valley Groundwater Management District

Bar One Cattle Flood Project

Loyalton Ca.

November 2025

J.W. Kerns, Inc.

4360 Highway 39 - Klamath Falls, OR 97603 - CCB# 155281

ESTIMATE

Office: 541-884-4129

: 800-598-6205

Fax: 541-884-0995

Email: jwkernsinc@jwkernsinc.com

Purchaser <i>Bar One Cattle Co.</i>	Date 11/11/2025
Address <i>Attn: Jenny Gant</i>	Deliver To <i>Loyalton Ca.</i>
Project <i>Field 1/4 - DMS024/DMS025</i>	Salesman <i>Thor Chenault</i>
Phone # <i>Joel (805)252-2550</i>	How Ship <i>Our truck</i>
	When
	Credit Charge

DEL. DATE	QUAN.	DESCRIPTION	PRICE EACH	TOTAL
		DMS 024 WELL IMPROVEMENTS		
	1	PUMP DISCHARGE PIPING, FITTINGS, AND HARDWARE	\$ 1,941.30	\$ 1,941.30
		DMS 025 WELL IMPROVEMENTS		
	1	PUMP DISCHARGE PIPING, FITTINGS, AND HARDWARE	\$ 2,143.00	\$ 2,143.00
		FIELD ONE PIPELINE		
	1	2440' 12" 63# PVC PIPELINE WITH RISERS, 10" FLOOD VALVES, FITTINGS AND ALL ANCILLARY MATERIALS REQUIRED	\$ 48,873.51	\$ 48,873.51
		FIELD 4 PIPELINE		
	1	2220' 12" 63# PVC PIPELINE WITH RISERS, 10" FLOOD VALVES, FITTINGS AND ALL ANCILLARY MATERIALS REQUIRED	\$ 41,322.65	\$ 41,322.65
		EQUIPMENT TOTAL		\$ 94,280.46
		CAL TAX		\$ 6,835.33
		FREIGHT AND LABOR		
		DMS 024/DMS025		
	1	SHOP/FIELD FABRICATION, LABOR, AND FREIGHT	\$ 15,510.00	\$ 15,510.00
		FIELD ONE / FIELD 4		
	1	INSTALLATION, DELIVERY, AND FREIGHT PVC Installation assumes adequate fill dirt available on-site. Additional charges will be incurred if backfill material is required.	\$ 80,258.00	\$ 80,258.00
		LABOR TOTAL		\$ 95,768.00
		GRAND TOTAL		\$ 190,048.46
		GRAND TOTAL W/TAX		\$ 196,883.79

Credit sales subject to these terms: All invoices are due and payable 10th of month following date of purchase. A finance charge will be made on all non-deferred balances more than 30 days old which finance charge will be computed by a periodic rate of 1-1/2% per month for an annual percentage rate of 18% applied to amounts of balances shown on the end-of-month statement as being more than 30 days old.

Purchaser Signature	Date	Order #
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Bar One Cattle Flood Project – Exclusions

Date: November, 2025

The following items are excluded from the Project Cost Estimate. These items remain the responsibility of the customer, are subject to additional charges, or are outside the scope of JW Kerns, Inc.

Exclusions

1. Backfill Material (if required)

- Supplying and hauling of appropriate backfill material are excluded.
- Additional charges may be incurred if backfill is required. This includes but is not limited to mainline trench, ditch crossings, or grade work.

2. Water in Trench

- Excessive trench water requiring pumping or other mitigation efforts is excluded.
- Additional charges may be incurred.

3. Pipe Bury Depth Cover

- Pricing is based on a 30" depth pipe cover utilizing trencher only. This depth may not be achievable in rocky areas without hard rock excavation or hammering.
- Refer to the additional rate schedule below.

4. Hard Rock & Hammer Excavation

- Standard pricing applies only to normal machine digging.
- Hard rock excavation and hammering are excluded and subject to additional hourly rates.

Additional Rates

- Hard Rock Digging: \$165/hour (adder)
- Hammer Rock Digging: \$220/hour (adder)

JW Kerns, Inc.

Prepared for: Bar One Cattle/Sierra Valley Groundwater Management District

By: JW Kerns, Inc.

Authorized Signature: _____

J.W. KERNS, INC.

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Project Installation Agreement

This agreement is made on _____ [date] between _____ ("Client") and JW Kerns, Inc. ("JW Kerns").

Client Contact Information

Client Name: _____

Business Name: _____

TIN#: _____

Mailing Address: _____

City, State, ZIP: _____

Phone: _____ Cell: _____

1. Scope of Work

JW Kerns agrees to install the agricultural irrigation system and/or equipment for the Client described below.
Description of the Work:

Also see attached Order Confirmations for line-item details.

Project Location: _____

Project Name: _____

- Orders are on a unit price basis, the Client will be charged according to actual quantities used adjusted at completion.
- Prices are subject to change depending on tariffs, inflation, and supplier price increases.
- Pricing, quantity and other errors are subject to correction.
- Special order items are non-returnable, non-refundable.

2. Underground Work

The installation may require excavation for underground components, including piping, wire, or other system elements. The Client acknowledges the following:

- Standard cover depth for buried pipe and wire is 30".
- Prices quoted are for normal 'trencher' digging in sandy loam type soils, for other conditions see below Section 3.
- The Client is responsible for providing locations, exposing and marking of underground utilities or hazards at the project site. JW Kerns will rely upon the Client's locations in regard to utilities or hazards.

3. Rock, Water & Backfill

If excavation encounters unexpected conditions such as:

- **Rocks, Hardpan, or Hard Digging:** Additional work, equipment, or materials needed to break, remove, or work around rocks will result in extra charges, agreed upon before proceeding with Client verbally or in writing.

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Rock, Water & Backfill (cont)

- **Water or Wet Conditions:** Water or excessively wet conditions, requiring dewatering or other measures will result in extra charges, agreed upon before proceeding with Client verbally or in writing.
- **Backfill:** Trench backfilling will be hump piled for settling. Wheel rolling, hand select backfill, extra backfill supply and hauling will result in extra charges, agreed upon before proceeding with Client verbally or in writing.

4. Funding and Payment Terms

The Client has two options for Project Funding:

- **Option 1** - Cash or financed through Client sources
 - 50% deposit at time of order initiation-30% at equipment and material delivery 20% due upon substantial completion. Substantial Completion being defined as completed and operational excluding final commissioning if water or electricity, etc. are not available beyond the control of JW Kerns, as determined by JW Kerns.
- **Option 2** - Financed through JW Kerns initiation
 - Down payment, if required, may be paid at project initiation or if less than 20% of total project cost balance can be paid at project substantial completion. Funds will be released to JW Kerns when the main equipment is shipped and billed. Project Down payment will only be applied towards project items unless expressly directed by the Client to apply payment to other purchased items.
- **Payment Terms** - All invoices are due the 10th of month following invoice date. A finance charge will be made on all non-deferred balances more than 30 days old which finance charge will be computed by a periodic rate of 1-1/2% per month for an annual percentage rate of 18% applied to amounts of balances shown on the end-of-month statement as being more than 30 days old
- Use of Credit Card for payment may be subject to 3% fee.

5. Incentive Programs, Grants, and other 3rd Party Agencies

The Client is responsible for collecting funding from any third-party agencies. Any delays or cancellations of payments are not the responsibility of JW Kerns. Payment terms in Section 4 still apply.

6. Right to Cure

Client shall provide JW Kerns a full and fair opportunity to cure any default in performance before altering, repairing, or addressing the condition otherwise. Upon receipt of written notice specifying the nature of the default with reasonable particularity, JW Kerns shall take every step to cure said default with reasonable diligence and good faith effort as soon as practicable. Should the Client fail to make payments in a timely manner, it will constitute a default under the terms of the agreement.

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7. JW Kerns Responsibilities

JW Kerns will:

- Perform all work professionally and in compliance with applicable laws and regulations.
- Use reasonable efforts to minimize the impact on the Client's field and property while performing the work.
- Ensure all equipment is installed according to manufacturer specifications and not allow machine operation until barricades are installed and safety systems operational and tested.
- Provide training or instructions for system operation.

8. Client Responsibilities

The Client will:

- Provide access to the project site and ensure it is ready for installation.
- Lease existing irrigation systems intact and usable until new systems are installed.
- Supply any permits necessary for the installation; including electrical and otherwise.
- Identify and mark any Rights-of-Way. Acquire written permissions for encroachments.
- Acknowledge there will be impact to the field and other jobsite areas due to work being performed.

Client Responsibilities (cont)

- Obtain appropriate insurance for equipment.
- Confirm electrical capacity at service for new equipment.
- Supply a qualified electrician to mount and wire electrical components; including pump panels, main disconnects and feed wiring to pivot disconnect.
- Pay all invoices on time per terms in section 4.

9. Maintenance

JW Kerns will:

- Provide the Client with available maintenance guides detailing how to care for the installed system and equipment.
- Offer optional annual maintenance and repair services if requested by the Client. Additional costs would apply.

The Client is responsible for routine maintenance of the system, including:

- Inspecting the system for leaks or damage.
- Ensuring the equipment is operating properly within the recommended parameters.
- Scheduling regular servicing as per the manufacturer's recommendations.

Any repairs or servicing beyond the warranty period can be performed by JW Kerns at the Client's request.

Additional costs would apply.

10. Warranty

JW Kerns warrants that the installation will be free from defects in workmanship for 12 months after completion. Any issues or damage caused by improper use, lack of maintenance, or third-party modifications are excluded from this warranty.

11. Liability

JW Kerns is not liable for delays or damage caused by factors beyond their control (e.g., weather, field conditions, equipment delivery delays, project delays, etc.). Risk of loss transfers to Client at time of equipment delivery. Any damage caused by JW Kerns' negligence during the installation will be repaired at the expense of JW Kerns.

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12. Dispute Resolution

Any disputes will first be addressed through good-faith discussions. If unresolved, disputes may be submitted to mediation. If mediation fails, then it may be submitted to binding arbitration, pursuant to the rules of the Arbitration Association of America or the Arbitration Services of Portland.

13. Termination

This Agreement may be terminated by either party at any time upon receipt of seven (7) days' written notification of a party's desire to terminate. Charges will be billed for the prorated portion of the work done up until termination is received, along with any expenses. Upon termination prior down payments received by JW Kerns are refundable, less completed work, special ordered items, or other incurred project expenses. Any outstanding invoices for completed work remain due despite termination of this Agreement.

14. Agreement

By signing below, both parties agree to the terms of this agreement.

Client Printed Name: _____ **Signature:** _____

Date: _____

JW Kerns Representative Printed Name: _____

Signature: _____

Date: _____

See attached Deep Well Pump Installation Addendum if applicable.