



MANUFACTURED BY ENVIROPAX, INC. • SALT LAKE CITY, UTAH

PROPOSAL

**TO: CH2MHill O&MBG
Prescott Valley, AZ**

Attn: Ben Metzler

Project Name: Prescott, AZ WWTP

Proposal Date: 9/15/2014

Proposal No: EP-3749-R2

Bid Date: Open

Engineer: CH₂M-Hill

Delivery: 8-12 weeks

Terms: Net Thirty (30) days

We are pleased to offer the following equipment in accordance with the terms of this proposal

A – Six (6)

ANCO MIXERS Model 3342E-3 heavy duty anoxic zone mixer with a 3 HP, 1750 RPM, 460, 3-phase, 60 cycle, TEFC severe duty, cast iron motor with canopy. The mixer shall be furnished with an open extended pedestal mounting base. The mixer drive is a helical, parallel shaft gearbox, splash lubricated with a 3.5 service factor and a minimum AFBMA L₁₀ bearing life of 100,000 hours (output bearings rated for 300,000 hours). The reducer input shaft is driven by a flexible coupling and the output shaft is equipped with a rigid, register fit flanged coupling to maintain impeller shaft alignment. The impeller shaft is designed to operate at less than 40% of the first critical speed and combined shaft stress is less than 8,000 psi. The shaft rotates at 25.5 RPM. The impeller is an 81" diameter, 3-blade axial flow high efficiency type with the blades contoured and bolted to the impeller hub. The impeller position is non-adjustable and is driven by a safety hook key. The shaft and impeller material is 304 stainless steel.

PRICING

The prices quoted are FOB factory with freight allowed to the jobsite and include only those items detailed above and in accordance with the terms and conditions noted in the proposal:

Item A – 3 HP Mixers	\$87,200
Sales Tax (8.68%)	7,569
Freight	<u>2,000</u>
Item A Total	\$96,769

ITEMS NOT INCLUDED

The following have not been included unless specifically called out above:

- Electrical motor controls, starters or wiring
- Anchor bolts or embedments
- Support beams, walkways
- Anti-vortex baffles
- Unloading, hauling or storage
- Erection, installation or testing
- Concrete, grouting or sealant
- Field paint or touch-up painting
- Protection against rusting or deterioration due to unprotected storage
- Service to include supervision of erection, installation or startup
- Federal, State or Local Permits or Fees

SERVICE

Service of a factory representative has not been included in the above pricing for inspection, supervision or startup assistance. Such service is available at a rate of \$750.00 per day plus travel and living expenses from Salt Lake City, Utah.

SHIPMENT

Estimated shipment time is 8-12 weeks after receipt of final complete approved submittal drawings, if required. Drawing submittal is estimated to be 2-4 weeks after receipt of purchase order and complete engineering information.

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TERMS AND CONDITIONS

Prices are firm for a period of sixty (60) days from proposal date. Invoices are due and payable within thirty (30) days of any shipments made to the jobsite and in accordance with the standard terms and conditions attached.

For additional information, please contact our local representative at the following address:

Goble Sampson Associates
4735 E. Virginia Street
Mesa, AZ 85215
(480) 969-3667 / Office
Josh Ziembiec / (480-271-0519 (Cell Phone)
Ron Creamer / (480-313-9004 (Cell Phone)

Respectfully submitted,

ENVIROPAX, INC.

Brett Lees



GENERAL TERMS AND CONDITIONS

1. **Scope:** Enviropax, Inc.'s acceptance of Purchaser's purchase order is conditioned upon the following:
 - (a) All the terms and conditions set forth herein;
 - (b) Return to Enviropax, Inc. a signed copy of this proposal with Purchaser's purchase order;
 - (c) A copy of any payment and performance bond on this project setting out name and address of Bonding Company and Local Agency being forwarded to Enviropax, Inc.;
 - (d) Acceptance in writing of Purchase Order by Enviropax.
2. **Prices:** Prices are quoted F.O.B. factory with a freight allowance only, unless specifically noted on the proposal. Prices do not include Federal, State or Local taxes of any whatsoever. Applicable taxes will be added to the quoted price unless a valid exemption certificate has been provided to Enviropax, Inc. Quoted prices are subject to change prior to acceptance of purchase order by Enviropax.
3. **Payment and Credit:** Terms of Payment are Net 30 days from invoicing. All past due amounts shall accrue interest at the rate of 2% per month until paid in full. Purchaser shall be responsible to pay all costs of collection, including reasonable attorneys fees, whether or not a lawsuit is filed. If it should become necessary to file legal action for collection or interpretation of the terms of this agreement, parties hereby agree that venue of such action is proper in the County District Courts in and for the County of Salt Lake, Utah. All orders are subject to the continuing approval of Enviropax Credit department. If Purchaser is in default on any payment due hereunder, Seller may declare all payments for work completed to be immediately due and payable, stop all further work until payments are brought current and require advance payment for future shipments under this agreement.
4. **Items Included:** Each sale includes only those items specifically described and set forth in this proposal. This agreement cannot be amended or modified except by written agreement of the parties.
5. **Security Interest:** Enviropax retains a security interest in and the rights of repossession of the equipment furnished hereunder until the full purchase price has been paid. Purchaser will not encumber nor permit others to encumber said equipment by any liens or security instruments, until Enviropax has been paid in full. In the event of any default under this agreement, Enviropax shall be entitled to exercise any and all legal remedies granted to it under applicable law.
6. **Shipments and Delivery:** Enviropax shall use reasonable efforts to meet specified delivery dates, but such dates are estimated only and are not guaranteed and Enviropax shall have no liability, directly or indirectly for delays in delivery. Enviropax may not be declared in breach of contract or shall the order be subject to cancellation so long as Enviropax is making a bona fide effort to complete the manufacture and delivery of the equipment. Delivery times are based upon the effective date of the order and subject to prompt receipt by Enviropax of all necessary information, instructions and approved shop drawings from purchaser. Shipments shall be by surface freight.
7. **Risk of Loss:** All shipments are F.O.B. Enviropax factory and all claims for damage, delay or shortage arising from any shipment shall be made directly with the carrier by the purchaser. Purchaser shall inspect the equipment, and shall notify Enviropax of any damage or shortage within one week of delivery. Failure to so notify Enviropax shall constitute acceptance by purchaser and release of Enviropax of any liability for damage or shortage.
8. **Limited Warranty:** Enviropax warrants all products manufactured by it against defects in materials and workmanship for a period of one year from delivery. If a defect exists, Enviropax shall, at its option, either repair or replace the defective item at a location to be designated by Enviropax or repay the purchase price of any defective item, provided it receives prompt written notice of the defect claimed, but in no event shall notice be received later than thirty (30) days after the end of the one-year warranty period. This warranty shall not apply to any products altered or repaired outside Enviropax's factory or with other than Enviropax

replacement parts, unless such repair was authorized in writing by Enviropax and further, shall not apply to products or parts which have been subject to misuse, abuse, neglect or accident or damage by improper installation or application by others. In no event shall Enviropax be liable for normal wear and tear, nor for any incidental or consequential damages due to the inoperability of its products. THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. **Cancellation, Suspension or Delay:** If purchaser requests or causes a cancellation, suspension or delay, Purchaser shall pay Enviropax all appropriate charges incurred up to the date of such cancellation, suspension or delay, plus Enviropax overhead and reasonable profit. Additionally, all charges related to and risks incident to, storage, deposition, and/or resumption of work shall be born solely by Purchaser.
10. **Limitation of Liability:** Enviropax shall not be liable to purchaser or anyone claiming through Purchaser for any incidental or consequential damages of any nature for any reason whatsoever. Responsibility for proper operation of equipment if not installed by Enviropax or in accordance with Enviropax's instructions, shall rest entirely with Purchaser. Enviropax shall not be responsible for compliance with State or local safety and/or health statutes unless it has accepted such responsibility in writing. Any cost of compliance shall be born by Purchaser.
11. **Changes, Orders and Backcharges:** Enviropax shall not be obligated to make changes in or additions to the scope of the work or the equipment furnished unless prior to such changes or additions, Enviropax receives a written change order setting forth the additions or changes desired, the adjustments in the contract price and time of delivery, all of which must be accepted by Enviropax in writing. Enviropax will not be responsible or liable for returns or backcharges for labor, materials or other costs incurred in modification, adjustment, service or repair of equipment unless previously approved in writing by an authorized agent of Enviropax.
12. **Changes in Design:** Enviropax reserves the right to modify the design and construction of equipment in order to incorporate improvements or to substitute material equal or superior to that originally specified. No charge shall be made to Purchaser for modifications made at Enviropax's option.
13. This contract is a complete integration of the agreements of the parties and supercedes all prior oral or written agreements of any nature, and may not be modified except in writing signed by both parties. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their successors and assigns.