

Proposal "Call the Gator"

J. R. FILANC CONSTRUCTION, CO.
2928 N. 35th Ave. Suite 2
Phoenix, Arizona 85017

Date: 4/7/2015

To: James Mainus
Prescott Valley - Mixer Replacements - Rev.2

Ship to:

| SALES CONTACT | ORDER NO. | DATE SHIPPED | SHIPPED VIA | F.O.B. | TERMS |
|---------------|-----------|--------------|-------------|----------|---------------|
| | | | | JOB SITE | NET - 30 days |

| QTY | DESCRIPTION | UNIT PRICE | TOTAL |
|-----|---|---------------------|-------------|
| | We propose to furnish labor, material and equipment for the following scope of work; | | |
| | <ul style="list-style-type: none"> Install 6 new mixers purchased by Owner. Modify existing Cat-walks as needed for the installation and support for the new mixers. Industrial Power Solutions to provide all labor, material and equipment to perform the installation of all new conduit, wiring associated to the new mixers. (see attached IPS proposal). Cleanup and Demobilize the Site. | | \$22,621.00 |
| | | | \$31,900.00 |
| | Exclusions: Permits, special inspection, bonds and painting | | |
| | | SUBTOTAL | \$54,521.00 |
| | | 15% MARKUP | INC. |
| | | SALES TAX AT 8.68% | INC. |
| | | SHIPPING & HANDLING | INC. |
| | | TOTAL | \$54,521.00 |



Proposal Number: 1393

PROJECT PROPOSAL Electrical Contract

Industrial Power Solutions LLC
1656 S. 173rd Drive
Goodyear, AZ 85338
Phone: (623) 687-0180
Fax: (480) 393-5899
AZ License L-11 ROC 256077

Submitted To:

J.R. Filanc Construction
Rob Butts/Justin Johnson
2928 N. 35th Ave. Ste. 2
Phoenix AZ 85017

Date Submitted:

April 4, 2015

Job Name and Location:

New Basin Mixers– Prescott Valley, AZ

Provide and Install the Following:

1. New #10 AWG Conductors from Electrical Room to Mixers
2. NEMA 4X Disconnect and Mount for each mixer
3. Conduit for underground duct bank and to connect to existing conduits.
4. Run PVC Coated Conduit on the exterior of the basin
5. Labor to Install the above

ITEMS NOT INCLUDED:

1. Owner accepts any cost involved in any discrepancies between local electrical authority and engineer's drawings.
2. Bonds, taxes, permit fees, or engineering fees
3. Any equipment or material not listed above
4. Formed or Unformed Concrete including duct banks
5. Temporary Bathroom Facilities
6. Trenching and Backfilling
7. Modifications to existing MCC

Total Price: \$31,900.00

Payment To Be Made As Follows:

Monthly draws

Project Proposal Prepared By: Lucas Bruxvoort

Terms and Conditions

- A) **Payment:**
- i) Progress Payments:
Progress payments shall be made by General Contractor within thirty (30) days of the date Industrial Power Solutions submits its Application for Payment to Owner [or General Contractor as applicable].
 - ii) Final Payment:
Final payment shall be made by Owner [or General Contractor as applicable] within thirty (30) days of Completion of Industrial Power Solutions' Scope of Work set forth herein.
- B) **Insurance to be Procured by Owner [or General Contractor as applicable]:**
Owner [or General Contractor as applicable] shall procure all standard liability insurance and Builder's Risk insurance (on an All Risk basis) in regard to the Project.
- C) **Arbitration:**
Any and all claims, disputes and other matters in question between the parties to this Proposal, arising out or related to this Proposal, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the

American Arbitration Association then in effect. Arizona law will apply to all arbitration proceedings, which shall be held in Phoenix, Arizona. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event any party to this Proposal retains the services of an attorney, or expert, to enforce the provisions hereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees and experts' fees as determined by the arbitrator.

D) Extra Work; Changes in the Scope of Work

If Industrial Power Solutions is required to perform any extra work, whether or not such extra work is a result of changes in the Scope of Work in connection with the Project, such extra work will be performed by Industrial Power Solutions on a time-and-material basis, or on a basis upon which the parties may mutually agree. All payment for extra work of any type, or any work beyond the Scope of Work set forth herein, shall be made by the Owner [or General Contractor as applicable] within thirty (30) days of the date the extra work is performed.

E) Delays:

Industrial Power Solutions is not responsible for any delays on account of transportation difficulties, strikes, accidents, equipment breakdowns, Acts of God or other causes beyond Industrial Power Solutions' control. If any such delays do occur, the Project start date and completion date are to be extended accordingly.

To the extent that the Scope of Work, Contract Sum, and terms and conditions set forth in this Proposal are inconsistent with any and all terms and conditions set forth in any prime construction contracts, sub contracts or other contract documents regarding the Project, the Scope of Work, Contract Sum, and terms and conditions contained in this Proposal shall supersede any and all other such contract documents.

To accept this quotation and all requirements within this proposal, sign and date below and return:

Signature: _____ **Date:** _____

Note: This proposal may be withdrawn by Industrial Power Solutions if not accepted within 10 days