



Proposal Number: 1414

## PROJECT PROPOSAL

Industrial Power Solutions LLC  
1656 S. 173<sup>rd</sup> Drive  
Goodyear, AZ 85338  
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**Submitted To:**

Prescott Valley WWTP  
James Mainus

**Date Submitted:**

March 30, 2015

**Job Name and Location:**

Transfer Switches  
Prescott Valley, AZ

**We Propose To Furnish the Following:**

1. Install new 600 amp manual transfer switch at Sante Fe well site
2. Switch is to be an ESL Storm Switch model to match existing. Storm Switch contains quick connect plugs.
3. Include the following:
  - Aluminum stands for transfer switch mounting
  - New conductors from disconnect to transfer switch
  - New conductors from transfer switch to load
4. Testing

**ITEMS NOT INCLUDED:**

1. Owner accepts any cost involved in any discrepancies between local electrical authority and engineer's drawings.
2. Bonds permit fees, or engineering fees.
3. Any components of modifications not listed above.
4. Formed or unformed concrete
5. New fuses
6. Arc Flash Studies
7. Engineered Drawings

**Total Price for Above (Includes 8.68% sales tax)**

**Sante Fe      \$26,861.00**

**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