



5858 W. Riggs Rd. • Chandler, AZ 85226
P.O. Box 51420 • Phoenix, AZ 85076

www.revolutionindustrial.com

P: (480) 993-6699 • F: (480) 718-7656

Date: 10/23/2019

Proposal #19-329.2

Revolution Industrial is pleased to present our proposal for:

Client: Flagstaff Water Services

Client Contact: Jim Huchel

Project: Grit Line Replacement

This scope of work includes:

1. Grit Pipe Demo:
 - Remove existing Grit pipe approx. 17' of 4"
 - Remove existing Grit pipe approx. 17' of 6"
 - Remove existing Grit pipe approx. 17' of 8"
2. Grit Pipe Install:
 - Install approx. 17' of 4" Owner furnished pipe
 - Install approx. 17' of 6" Owner furnished pipe
 - Install approx. 17' of 8" Owner furnished pipe
 - Furnish & Install all fittings & gaskets
 - Furnish & Install all grouting and supports

Our price for this scope of work is as follows:

1. **Lump Sum Price of - \$45,280.76**
2. Taxes Not included in the above Price: - \$2,716.85

All Material Included Option below:

3. **Lump Sum Price of - \$66,694.46**
4. Taxes Not Included in the above Price - \$4,001.67

Clarifications:

- All work to be performed according to OSHA/MSHA and site-specific safety regulations.
- Quote valid for 30 days from date on proposal.
- 30% of contract value will be billed upon contract award for mobilization and to procure materials.

Exclusions:

- Any other item not specifically listed above
- Painting or coating
- Bonds and Permits
- Testing and Inspection
- Professional Engineering services and/or stamps
- Electrical/ Utilities
- Blue stake/utility locating

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- Delays in work caused by other trades
- Liquidated damage clauses
- Prevailing Wages
- Removal or disposal of hazardous materials or chemicals.

Sincerely,

Jesse Jackson - Estimator

C: 480.737.7030

Jesse@revolutionindustrial.com

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STANDARD TERMS AND CONDITIONS

The foregoing Proposal is conditioned upon the Owner's acceptance of the following terms, which are incorporated into and made a part of the agreement between Owner and Revolution Industrial, LLC (the "Contractor"). The Proposal including these standard terms and conditions represent the complete, integrated agreement of the parties relating to the work.

- Scope of Work.** Contractor will perform the work specified on the Proposal. Any work not expressly set forth on the Proposal is hereby excluded. All work will be performed in a good and workmanlike manner. Contractor will utilize construction means, methods, techniques, sequences and procedures that comply with all applicable laws, building codes, and governmental rules and regulations.
- Payment.** Contractor shall be paid the price set forth on the Proposal in exchange for the performance of the work. Owner hereby agrees to pay the Contractor within thirty (30) days after receipt of an invoice from the Contractor. Invoices not paid within twenty-one days will bear interest at the rate of 1.5% per month until paid in full. No retention may be withheld by the Owner. Contractor will furnish lien release forms as required by Arizona law.
- Time.** Time is of the essence for the performance of each party's obligations under these terms and conditions. This Proposal expressly excludes the performance of all overtime or weekend work. In order to facilitate the timely performance of the work, Owner agrees to provide subcontractor access to the project site at the times designated by Contractor.
- Changes.** Contractor will not commence extra work outside the scope of the Proposal without the written approval of the Owner. All extra work will be invoiced to the Owner in accordance with Paragraph 2.0 above. Unless otherwise agreed to by the parties, work performed by the Contractor outside the scope of the Proposal will be paid for by the Owner on a time and material basis.
- Warranty.** Contractor hereby warrants that its workmanship will be free from defects, for a period of **one (1) year** from the date Contractor completes the work. Contractor does not warrant work done by others or pre-existing conditions. All manufacturer warranties for material or equipment furnished by the Contractor are hereby assigned to the Owner.
- Safety.** Contractor will provide for the protection and safety of its employees. Owner shall be responsible for the protection and safety of its agents, employees and separate contractors.
- Risk of Loss.** Contractor shall assume the risk of loss and damage for all materials and equipment stored on the project site prior to installation. Upon installation of the material and equipment, the responsibility for loss or damage will shift to the Owner.
- Permits, Fees, and Taxes.** Owner shall be responsible for the payment of taxes, permits, approvals, assessments, and charges required for the full performance of the work described in the Proposal.
- Insurance.** Contractor will purchase and maintain: (1) worker's compensation insurance, as required by Arizona state law, (2) commercial general liability insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and (3) automobile liability insurance, with a minimum limit of \$1,000,000 per accident. Contractor will name the Owner as an additional insured on each of the foregoing policies and said insurance will be primary and non-contributory with respect to the insurance maintained by Owner. A certificate of insurance will be furnished to Owner upon execution of the Proposal.
- Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner and its respective agents, employees, members, officers, subsidiaries and affiliates for, from, and against all claims, demands, suits, actions, proceedings, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of the performance of any work performed by Contractor, but only to the extent such claim, damage, loss, cost, or expense results from the negligent acts or omissions of Contractor or anyone for whose acts Contractor may be liable. Nothing herein shall obligate Contractor to indemnify the Owner from the Owner's own negligence, errors, or omissions.



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- 11. **Mutual Waiver of Consequential Damages.** The parties hereto agree to mutually waive and discharge any liability to each other for any consequential damages or losses, whether arising in contract, warranty, tort (including negligence), strict liability, or otherwise, including, but not limited to loss of use, lost profits, or financing.
- 12. **Governing Law.** This Proposal shall be construed in accordance with and governed by the laws of the State of Arizona.
- 13. **Dispute Resolution.** Prior to the institution of legal proceedings, the parties shall attempt to resolve their dispute by non-binding mediation. The mediation shall be conducted by a mediator, selected by the parties, in Maricopa County, Arizona. If the parties cannot agree on the appointment of a mediator, the mediator will be selected in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. The parties shall bear the expense of mediation, including the mediator's fee, equally. Any dispute not resolved through mediation shall be subject to the sole and exclusive jurisdiction of the superior court residing in Maricopa County, Arizona. The prevailing party in any litigation instituted after mediation shall be entitled to recover from the other party its reasonable attorneys' fees and costs.

Execution of this Proposal is an acceptance and acknowledgement of the terms and conditions set forth in the preceding pages. Owner further acknowledges that the above prices, specifications and conditions are satisfactory and are hereby accepted. Revolution Industrial, LLC is authorized to commence the work as specified.

Company: Revolution Industrial LLC

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____