

DON KRUSE ELECTRIC INC.
PO Box 2088
Omak, WA 98841

City Of Okanogan
PO Box 752
Okanogan WA 98840
publicworks@okanogancity.com
Attn: Barry Featherly



December 26th, 2023

PROPOSAL #W1226231

Murray Street Booster Pump #2

Thank you for allowing us to provide you with this Proposal. Providing quality workmanship and reliable service to all our customers is our first and foremost mission. This proposal and associated attachments are the sole product of Don Kruse Electric Inc... Whether accepted or not, all work product from Don Kruse Electric Inc. shall be kept in confidence and will not be shared with any entities. As such, all work products from Don Kruse Electric shall not be given to any other entity as reference for bid.

We feel the following proposal will satisfy your requirements of Need & Performance:

SCOPE OF WORK PROPOSED:

This proposal includes the following:

- Pull current pump and motor.
- Install new Gould's 2 Stage 150H05-2 5HP 230V 3PH pump and motor.
- Install new Oring on pitless adapter.
- The new pump end will need to be built by manufacturer; 2-3 weeks out once approved.
- Washington State intent and affidavit.
- Washington State Prevailing Wage Rates.
- Washington State Sales tax.

PROPOSAL LIMITATIONS:

Contract does not include or provide for:

- Any request by the purchaser for overtime work shall be considered an extra above and beyond the "Base Cost" of this proposal, unless otherwise specified and agreed to in the scope of work.
- Any carpentry (structural or trim), plastering, patching or painting required to complete job unless otherwise specified and agreed to in the scope of work.
- Any penetrations in concrete/brick/cinder-block walls, floors or ceilings unless otherwise specified and agreed to in the scope of work.

- Any additions or modifications required by local officials that may be required to conform to building or electrical codes.
- Any Warranty service or repair of equipment or materials due to improper operation, negligence, or lack of repair notification. Repairs for such circumstances are not considered part of the “Base Cost” and will be billed out as an “Extra Cost” at time and materials as specified by terms in “Increased Costs”.
- All Warranty service or repairs required during any payment delinquency period of the contract will become billable at time and materials and will remain billable until contract payment requirements have been met.
- Provisions in this contract will take precedence over any other related documents.

TERMS:

INCREASED COSTS: The total price specified in this proposal is based upon labor, material and equipment costs (“Base Costs”) in effect on the date hereof. Don Kruse Electric Inc. shall be reimbursed for all costs incurred in excess of Base Costs, plus reasonable overhead and profit, provided such excess costs are incurred for reasons beyond the control of Don Kruse Electric Inc.. If the equipment or materials included in this proposal become unavailable for reasons beyond the control and without the fault of Don Kruse Electric Inc., then in the case of unavailability Don Kruse Electric shall be excused from furnishing said equipment or materials or be reimbursed for the difference between the cost of the equipment or materials unavailable and the cost of a reasonable available substitute thereof.

ON SITE CONDITIONS: Proposal price is strictly contingent upon having unobstructed access to all areas and equipment required to complete work. Any labor required to remove obstruction or gain access will be billed out as an “Extra Cost” unless otherwise specified and agreed to in the scope of work. The purchaser also agrees to ensure Don Kruse Electric Inc. with all reasonably required field utilities, (electricity, toilets, water, ingresses and egress to the jobsite), unless otherwise specified and agreed to in the scope of work.

LOSS, DAMAGE OR DELAYS: Owner shall defend, indemnify, and hold harmless Don Kruse Electric Inc., and its subcontractors, from and against any and all claims, demands, causes of action, damages, liabilities, losses and expenses arising from the project and/or the contract to the extent caused by the fault of the Owner, Owner’s consultants, design professionals, agents or Condition of Owners property. Don Kruse Electric Inc. shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, wildlife, theft, corrosion, floods, freeze-ups, strikes, lockouts, riot, explosions, differences with workman, quarantine, legal restrictions, delays in transportation, malicious mischief. **IN NO EVENT SHALL DON KRUSE ELECTRIC INC. BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES.**

REMITTANCES: All invoices shall be due and payable in United States currency, free of exchange, collection, or any charges upon receipt or as otherwise agreed upon and set forth by Don Kruse Electric Inc. in the payments section of this proposal.

PAYMENT: The Purchaser listed above hereby agrees to make the full payment listed below

Proposal Price\$8,378.15

Payment of 50% down with remainder due upon completion of above specified work unless the job is financed or paid for by insurance company. Any delays in the completion of work that is beyond the control of Don Kruse Electric Inc. will require the purchaser to make timely progress payments on the percentage of work completed. Proposal price strictly contingent upon scope of work described in this document.

Any modifications outside listed scope of work including final design layouts by DKE will be considered an Extra Charge billable at DKE standard Time and Material Rate and will be require a Change Order Signed by designated Authority of General Contractor prior to Said Extra work Commencing.

ACCEPTANCE:

This proposal shall become a binding Contract between the purchaser and Don Kruse Electric Inc. when accepted in writing by the Purchaser and when subsequently approved in writing by an officer of Don Kruse Electric Inc... By acceptance of this Contract, the Purchaser agrees to be bound by the above terms and conditions unless otherwise indicated herein. Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

This proposal is good for a period of 30 days from the above posted date. If you wish to proceed with this work, please completely review the terms and conditions, sign and return original proposal to Don Kruse Electric Inc. via mail or FAX (509)-826-2749. Contract execution will not begin until this signed Proposal has been received.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS contract at Omak Washington, on the date herein indicated.

DATE

AUTHORIZED REPRESENTATIVE

DATE

DON KRUSE ELECTRIC INC.