IES Commercial, Inc. 120 S. Lincoln P.O. Box 27 Holdrege, NE 68949 T: 308 995 4462 F: 308 995 8771 www.ies-co.com



Date: January 10, 2023

Attention: Shaun Krzycki Crete Municipal Airport 2429 County Road F Crete, NE 68333

P: (402) 310-6124 F: E: <u>shaun@eascek.com</u>

Reference: Crete Airport Wind Cone Replacement Project

We propose to provide the necessary materials, labor, equipment, and tools to perform the electrical scope of work on the *Crete Airport Wind Cone Replacement Project* as described in this proposal for the sum of:

Base Bid \$11,758.00 (Eleven thousand seven hundred fifty eight and 00/100 US Dollars)

Please reference our attached Clarifications, Inclusions, Exclusions, Terms and Conditions for additional information. We appreciate the opportunity to work with your team on this project.

If you have any questions or need any additional information, please do not hesitate to contact me.

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Joel Wiedeman Service Manager/Project Manager/Estimator IES Commercial Inc. 3000 Old Hadar Road Norfolk, NE 68701 P: (402) 371-5181 F: (402) 371-8389 C: (402) 750-2719 joel.wiedeman@iesci.net www.iesci.net



Clarifications, Inclusions, and Exclusions

Clarifications

- 1. Price based on IES to furnish and install one (1) replacement wind cone.
 - a. Will match the existing wind cone as we can no longer get spare parts for the existing wind cone.
 - b. LED lights.
 - c. Re-use concrete base and anchor bolts.
 - d. Includes removal and disposal of old wind cone.
- 2. LEAD TIME IS AROUND 6 WEEKS. HOWEVER, SUBJECT TO CHANGE.
- 3. Work to be done during normal business hours.
- 4. This price is based on previously discussed construction schedule of ********* and excludes costs stemming from deviations from the schedule at bid time.
- This quote is based on copper and aluminum COMEX pricing at \$4.00lb and 1"IMC is \$114.85 per 100'. Quote subject to change at time of purchase on these materials. Any and all escalations on materials due to price increases and tariff taxes are excluded.
- 6. Sufficient storage space will be provided at no cost to us to store material and equipment.
- 7. If performance and payment Bond is required add 1% to base bid.
- 8. Pricing firm on date of proposal only.
- 9. This quote is conditioned upon the use of a contract acceptable to IES.
- 10. IES reserves the right to modify or negotiate the final contract.

Inclusions

- 1. Sales tax at a rate of 0.0%. <u>We will need a current set of tax-exempt forms 13 and 17 from the airport.</u>
- 2. Electrical permits and fees.
- 3. All trenching for electrical under normal digging conditions (Removal of boulders, concrete, or any other unforeseen materials other than dirt not included).

Exclusions

- 1. Utility Company, Electrical Service Provider, and Telephone Service Provider's fees and charges.
- 2. Consequential damages, direct damages, indirect damages, liquidated damages or economic loss of any kind.
- 3. Energized Electrical Hot work.
- 4. Dewatering.
- 5. Landscaping.
- 6. Directional Boring.
- 7. Cutting and Patching of concrete, asphalt, gypsum board, and all other surfaces.
- 8. All formed concrete.
- 9. Painting.
- 10. Handling or disposing of hazardous materials.
- 11. Final cleaning for owner occupation. We will clean up our construction materials per our normal practice and dispose waste to construction container or trash facility provided by others.
- 12. All roof patching and repairs.



Terms and Conditions:

- 1. Our pricing reflects sufficient allotment of time for installation of electrical systems, prior to placement of but not limited to concrete slabs, wall or ceiling covering
- All equipment furnished by owner or other contractors must be supplied with all necessary accessories (i.e.-fuses, lamps, thermal overloads, circuit breakers, etc...), supplied in a timely manner, and comply with all required codes
- 3. This proposal is based upon a material and workmanship warranty of one year
- 4. Written notification of acceptance of this proposal prior to any contractual performance by IES Commercial.
- 5. IES Commercial will not indemnify, defend, hold harmless the owner, general contractor or other parties for their negligence.
- 6. This proposal excludes the assumption of risk of nonpayment to the general contractor.
- 7. Scheduled overtime due to delays in work caused by other trades
- 8. Under no circumstances shall Bidder be liable for consequential damages arising from this work.
- 9. Payments shall be made each thirty days as the work progresses. The entire amount of the contract shall be paid within thirty days after completion.
- 10. Service and Finance Charges are applicable on past due accounts at the rate of 1 ¹/₂ percent per month on amounts thirty (30) days past due, which is equal to an annual percentage rate of 18 percent. Such charges are shown as "service charge".
- 11. Any alteration or deviation from the above specifications involving extra cost of material and/or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.
- 12. The contractual agreement from acceptance of this Proposal is to be based on the AIA Document A401-2017 Standard Form of Agreement Between Contractor and Subcontractor. All terms and conditions of this Proposal are to be incorporated by reference in such Agreement. "It is IES policy not to accept consequential damages, indirect damages, or liability for economic loss of any kind." IES reserves the right to modify or negotiate these terms from our contracts.
- 13. To the extent IES's scope of work is delayed or otherwise impacted due to events outside of IES's control, including but not limited to Acts of God, epidemics, pandemics and/or global health emergencies, illness of Contractor's workforce, global supply chain issues, restrictions on activities or travel by any local, county, state or federal governmental order and/or unavailability of labor, materials, supplies, parts or other products due to such events, IES will be entitled to an adjustment in the contract schedule and potentially contract pricing should any schedule adjustment or impact on materials and equipment availability impact IES's costs to perform its scope as originally bid
- 14. Note: This Proposal may be withdrawn by us if not accepted within 7 days of proposal date.