Applied Ingenuity, LLC. 14920 Harvest Rd. Brighton, Co 80603 Ph. (303) 289-2280 Fax (303) 289-1026

Scope of Work and Proposal

Attn: Mr. Scott Berndt

Date: July 11, 2022

Project: CR 47

From: Scott Martin, Applied Ingenuity. LLC

Thank you for asking *Applied Ingenuity* to provide you with this proposal for installing a new Variable Frequency Drive at the Well 47 site.

Scope of Work: *Applied Ingenuity* proposes the following scope of work and equipment for this project.

Furnish the following equipment:

Labor

Remove existing VFD from location and Install new VFD Labor estimated at \$4,000

Lump Sum, Materials & Labor: \$57,233

Note: Delivery 12-14 weeks.

Terms and Conditions of Purchase

Freight: Will be added to equipment pricing if applicable.

Taxes: No Federal, State or local use or sales taxes are included. These will be added where applicable at the time of invoicing.

Delays: *Applied Ingenuity* shall be liable for no penalty, charge or cost for delays in performance by Applied Ingenuity caused by weather, acts of God, shortage of materials or labor, strikes or circumstances outside the control of *Applied Ingenuity*.

Warranty: *Applied Ingenuity* shall extend the manufacturers normal warranty and shall not be liable for any charges and/or expenses beyond the normal warranty extended by the manufacturer.

Payment: Payment terms are net 30 days from date of invoice. Retainage is not allowed. A service charge of **2% PER MONTH (24% PER ANNUM)** shall be added on any past due accounts and if the account is not paid when due the buyer agrees to pay all reasonable costs of collection. Payment to *Applied Ingenuity* is not contingent on other payments to Purchaser by other third parties or upon any other thing or event other than receipt of the equipment.

Conditional Proposal: The proposal is conditioned upon *Applied Ingenuity* receiving written notice of its acceptance within 30 days from the date of the offer.

Bonding: Performance Bonding has not been included in the Purchase Order Agreement.

Attorneys Fees: In the event of a default under or breach of the terms of this contract, the defaulting party shall pay the non-defaulting party all costs incurred in enforcing the terms of this agreement, including court costs and attorney's fees in a reasonable amount and including all costs of arbitration, if any, all fees and costs of arbitrators, all costs of discovery and depositions and copies, expert witness fees, travel expenses and any other cost or expense of litigation.

Thank you for the opportunity to quote this project. If *Applied Ingenuity, LLC*. is selected for this work, please sign below, and return to *Applied Ingenuity, LLC*. with your purchase order.

| Accepted by: | |
|--------------|------|
| | |
| | |
| | Date |

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Scope of Work and Proposal

Attn: Mr. Scott Berndt

Date: July 11, 2022

Project: CR 84

From: Scott Martin, Applied Ingenuity. LLC

Thank you for asking *Applied Ingenuity* to provide you with this proposal for installing a new Variable Frequency Drive at the Well 84 site.

Scope of Work: *Applied Ingenuity* proposes the following scope of work and equipment for this project.

Furnish the following equipment:

Labor

Remove existing VFD from location and Install new VFD Labor estimated at \$4,000

Lump Sum, Materials & Labor: \$57,233

Note: Delivery 12-14 weeks.

Terms and Conditions of Purchase

Freight: Will be added to equipment pricing if applicable.

Taxes: No Federal, State or local use or sales taxes are included. These will be added where applicable at the time of invoicing.

Delays: *Applied Ingenuity* shall be liable for no penalty, charge or cost for delays in performance by Applied Ingenuity caused by weather, acts of God, shortage of materials or labor, strikes or circumstances outside the control of *Applied Ingenuity*.

Warranty: *Applied Ingenuity* shall extend the manufacturers normal warranty and shall not be liable for any charges and/or expenses beyond the normal warranty extended by the manufacturer.

Payment: Payment terms are net 30 days from date of invoice. Retainage is not allowed. A service charge of **2% PER MONTH (24% PER ANNUM)** shall be added on any past due accounts and if the account is not paid when due the buyer agrees to pay all reasonable costs of collection. Payment to *Applied Ingenuity* is not contingent on other payments to Purchaser by other third parties or upon any other thing or event other than receipt of the equipment.

Conditional Proposal: The proposal is conditioned upon *Applied Ingenuity* receiving written notice of its acceptance within 30 days from the date of the offer.

Bonding: Performance Bonding has not been included in the Purchase Order Agreement.

Attorneys Fees: In the event of a default under or breach of the terms of this contract, the defaulting party shall pay the non-defaulting party all costs incurred in enforcing the terms of this agreement, including court costs and attorney's fees in a reasonable amount and including all costs of arbitration, if any, all fees and costs of arbitrators, all costs of discovery and depositions and copies, expert witness fees, travel expenses and any other cost or expense of litigation.

Thank you for the opportunity to quote this project. If *Applied Ingenuity, LLC*. is selected for this work, please sign below, and return to *Applied Ingenuity, LLC*. with your purchase order.

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