

Electrical Proposal

To: City of Hyattsville
4633 Arundel Place
Hyattsville, MD 20781

Project: Refuse Truck Charger

Date: 4/8/2021

Contact: Tara George

Rev.: 0

Phone #: 301-363-2693

We propose to furnish the materials and labor necessary to provide the following scope or work:

1. Provide an engineer stamped drawing for the purposes of obtaining an electrical permit for the new electrical service for the Refuse Truck Charger at the Arundel Place site.
2. Ennis to post Electrical permit and drawings onsite for inspection purposes.
3. Furnish and install a new 225A breaker in the existing MDP to feed the new transformer.
4. Furnish and install a new 75Kva step-up transformer and concrete equipment pad in the existing Electrical Room 39.
5. Furnish and install a secondary fused disconnect switch for the new 480-volt power source.
6. Furnish and install the new feeder to the customer provided BYD 40KW AC Charger. Provide concrete equipment pad for the charger and two (2) Safety Bollards in front of the charger.
7. Repair grass areas disturbed by conduit placement and charger location.
8. Test charger functionality and provide documentation of connections when truck arrives.

Our proposal excludes the following:

- Identification or abatement of hazardous materials
- Painting, patching, access panels.
- Upgrades or improvements to existing electrical systems to meet code requirements, except as specifically described herein.
- Liability for errors or omissions in the design, drawings and specifications.
- Coordination or engineering studies.
- Performance and payment bonds.

We are pleased to offer this proposal to provide the work described herein for the sum of:

\$38,700.00

This proposal is contingent upon acceptance or the execution of a contract agreeable to both parties. Ennis Electric may withdraw this proposal, at its sole discretion, if agreement has not been reached by both parties within thirty (30) days. In the event the work is started but no agreement is signed, these General Terms and Conditions shall control.

Submitted by: Garth Ganow

Accepted by: _____

Title: Special Projects Division Manager

Signature: _____

Email: Garth@enniselectirc.com

Title: _____

Date: _____

Ennis Electric Co., Inc. is an Equal Opportunity Employer

General Terms and Conditions

1. **Definitions.** The terms "Company", "Ennis", "Ennis Electric", or "Ennis Electric Company, Inc." shall be considered one in the same.
2. **Taxes.** Unless indicated otherwise above the total cost as listed herein shall include all applicable sales tax.
3. **Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth under these conditions unless described otherwise above. Where proposal amounts are less than \$15,000.00 Company shall invoice Customer for payment at project completion. Where proposal amounts exceed \$15,000.00 Company reserves the right to invoice for progress payments based upon equipment delivered or stored, and services performed. All payments shall be due and payable thirty (30) days from date of invoice. If customer fails to make any payment when due, in addition to any other rights and remedies available, company shall have the right, at company's sole discretion, to stop performing any services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.
4. **Clean up.** Work areas will be kept clean on a daily basis and will utilize the general contractor's and/or customers on-site dumpster for all construction trash. No off-site disposal of trenching spoils or other materials is included.
5. **Workmanship.** Work shall be installed in a workmanlike manner by journeyman electricians and registered apprentices/trainees.
6. **Code compliance.** Work shall be installed in accordance with applicable codes, laws, and regulations utilizing industry standards.
7. **Excavation.** Any excavation and backfill is based upon reasonably normal soil conditions, free of rock or other subsurface obstructions. Backfilling is with excavated material only, which is assumed to be suitable as fill material. If extensive rock, concrete, or other subsurface obstructions are encountered, or if excavated material is determined to be unsuitable as fill, work will be suspended, and Company shall notify the Customer. The Company and Customer shall agree to the remediation, any equitable adjustment, and/or time extensions before work can resume.
8. **Unforeseen conditions.** Conditions encountered which are; (1) concealed and/or differ materially from those indicated in any provided documents or (2) physical conditions of an unusual nature, which differ materially from those ordinarily found in construction activities of the character provided for in any provided documents shall be documented and cause work to be suspended. Company shall notify the customer without delay and seek direction as to how the work is to proceed. The Customer shall investigate such conditions and provide direction. The company and customer shall agree to any equitable adjustment and/or time extensions before work can resume.
9. **Work hours.** Normal shift work hours shall be between 6:00 a.m. and 3:30 p.m. Monday through Friday exclusive of company holidays. Unless otherwise indicated herein this work shall be performed during normal shift hours.
10. **Customer responsibilities.** Customer shall provide; (1) a clear and continuous access to the work site, including parking, and (2) a reasonably secure area near the work site for stocking and staging of materials, equipment and tools.
11. **Limited warranty.** Ennis Electric Co., Inc. warrants the materials, equipment, and workmanship against defects and/or non-operation for a period of one year from the completion date. The liability for any nonconformity in any of the equipment shall be limited to repair or replacement by the manufacturer if such remedy is available from the manufacturer and shall terminate in one year as stated above. The customer or his/her agents within ten days of first knowledge of any defect, or failure to operate properly shall notify the company, in writing. Written notification must be received by this company prior to midnight of the expiration day. Warranty service will be performed at no charge during the works hours described above. This warranty does not apply to any work covered under this warranty that has been subject to misuse, abuse, defaced, or accident, or to any covered work that has been altered and/or had repairs made/attempted by others. This warranty does not apply to materials or equipment that was approved for installation and is working within the manufacturer's guidelines but not within the owner's expectations. This warranty does not apply to the replacement of burned-out lamps/bulbs. All equipment repaired or replaced during the warranty period is subject to inspection by Ennis Electric Co. or by the manufacturer. Should the equipment be found damaged by force-majeure, under or over-voltage from the utility, abuse, neglect or improper use will be subject to additional charges. Warranty claims that have been determined by this company to not meet the requirements of the guarantee as stated herein shall be billed on a time and material basis. This company under no circumstances shall be liable for damages to any person or property whatsoever by virtue of this warranty for any indirect, secondary or consequential damages of any nature arising out of the use or inability to use because of the defect or inoperability of work covered by this warranty. This guarantee is in lieu of all other warranties, expressed or implied. Outstanding contract balances or invoices from repairs not covered by this warranty may void this guarantee.
12. **Legal fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with company enforcing the terms and conditions of this agreement.
13. **Indemnity.** Customer agrees to indemnify, hold harmless and defend company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous conditions whether or not customer pre-notifies company of the existence of said hazardous conditions, arising in any way from any act or omission of customer or company relating in any way to this agreement, whether such claims are based upon contract, warranty, or otherwise. Company reserves the right to select counsel to represent it in any such action.
14. **Changes.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by company. Should changes be approved by company, that increase or decrease the cost of the work to company, the parties shall agree, in writing, to the change in price prior to performance of work. If no agreement is reached prior to the time for performance of said work, and company elects to perform said work so as to avoid delays, then company's estimate as to the value of said work shall be deemed accepted by customer.