



# Proposal

To: Livingston County

Attn: Kevin Eggleston

Date: 9/19/2023 ODE Job #:23-317

Estimator: Joe Manina

Project: Transfer switch- Court

*O'Donnell Electric, LLC will furnish and install electrical work for the above project as described herein.*

<u>Included</u>	<u>Excluded</u>	<u>Included</u>	<u>Excluded</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/> Sales & Use Tax	<input type="checkbox"/>	<input checked="" type="checkbox"/> Painting/Patching (except electrical touchup)
<input checked="" type="checkbox"/>	<input type="checkbox"/> Electrical Permit Costs	<input type="checkbox"/>	<input checked="" type="checkbox"/> Voice, data, sound, security, wiring
<input type="checkbox"/>	<input checked="" type="checkbox"/> Electrical engineering	<input type="checkbox"/>	<input checked="" type="checkbox"/> Fire alarm
<input type="checkbox"/>	<input checked="" type="checkbox"/> Trenching, Excavation & Backfill	<input type="checkbox"/>	<input checked="" type="checkbox"/> Electrical Demolition, Cut & Cap
<input type="checkbox"/>	<input checked="" type="checkbox"/> Concrete (pads, etc.), Light Poles	<input type="checkbox"/>	<input checked="" type="checkbox"/> Temporary wiring for single phase lights/receptacles for construction purpose
<input type="checkbox"/>	<input checked="" type="checkbox"/> Winter Conditions		

*This proposal is based upon O'Donnell Electric, LLC's Standard Terms and conditions (see Page 3) unless otherwise indicated below:*

- Included:**
- Install transfer switch provided by others.
  - Equipment provided on site by others within 10' of the pad. We have not included any moving of equipment on site
  - Rework grounding to NEC
  - nipple between the transfer switch and the MDP
  - There is additional work that needs to be completed before this work can be executed.
    - Part of cement pad needs to be removed.
    - Secondary conduits and conductors need to be provided from the DTE transformer.
    - Pour back cement pad.
  - Electrical engineered drawings are not included.
  - Off hours changeover is included

- Exclusions and Clarifications**
- DTE Fees
  - Large rocks, Debris, Spoils, to be removed by others, we will stockpile to a location on site once directed.
  - Saw cutting, Concrete removal and Concrete replacement by others.
  - Drywall Removal and Drywall Replacement
  - Tele Data Wiring, Terminations and Devices by others
  - A/V, Security, CCTV, Wiring, Terminations and Devices by others
  - All surveying to be completed by others.
  - We are not responsible or any pricing escalation in excess of 5% nationality.
  - We are not responsible for any special shipping for delays in material shortages.
  - We are not responsible for any delays in material shortages.
  - We exclude any liquidated damages

**Base Bid: \$12,901.00**



## Standard Terms & Conditions:

1. O'Donnell Electric, LLC is an open-shop contractor.
2. Payments are to be made to O'Donnell Electric by the tenth (10<sup>th</sup>) day of the month following receipt of invoice unless other terms are agreed upon in writing. Any amount not paid by the tenth (10<sup>th</sup>) of the month following invoice is considered past due.
3. Past due balances are subject to time price differentials or finance charges of 1.5% per month (18% annually).
4. In the event that amounts due are placed for collection, Purchaser agrees to pay all costs, including but not limited to, reasonable attorney fees.
5. Subcontract terms and conditions are subject to review and approval prior to award of a subcontract to O'Donnell Electric, LLC.
6. Terms are pending approval by O'Donnell Electric, LLC credit manager.
7. The project schedule and any modifications shall allow O'Donnell Electric a reasonable time to complete O'Donnell Electric's work in an efficient manner considering the contract completion date or time(s) set forth in the subcontract documents. O'Donnell Electric shall be entitled to an equitable adjustment in the price of the work, including but not limited to, any increased cost of labor, including overtime and/or materials, resulting from any change in the schedule, acceleration, out of sequence work, or delay caused by others for whom O'Donnell Electric is not responsible.
8. The price includes a warranty as specified in the Bid Documents. No other warranty is expressed or implied.
9. O'Donnell Electric's indemnification requirements shall never exceed more than "to the extent". O'Donnell Electric or its subordinate parties are responsible for the action requiring indemnification.
10. The Purchaser shall, if the Project Owner does not, purchase and maintain all-risk insurance upon the full value of the work performed and/or materials delivered to the jobsite, which shall include the interest of O'Donnell Electric.
11. No back charge or claim of Purchaser for repair or completion of O'Donnell Electric's work shall be valid except by an agreement in writing by the Subcontractor before the alleged work is started. O'Donnell must be provided with written notice and reasonable time to cure any alleged defects or incomplete work.
12. Contractor shall not withhold from Subcontractor as retainage a percentage that is higher than the percentage held by Owner on Subcontractor's work. Within seven (7) days after receiving any retainage relating to Subcontractor's work, Contractor will pay the same to Subcontractor. All retainage withheld from Subcontractor progress payments shall be released within thirty (30) days after substantial completion of Subcontractor's work, less reasonable value for uncompleted work. Contractor shall pay Subcontractor from the amount withheld for uncompleted work on a monthly basis as each item of work is completed.
13. General Contractor/Purchaser is responsible for security of the Project to protect against theft of O'Donnell Electric's materials and/or equipment regardless of whether or not the materials and/or equipment is installed or stockpiled.
14. If Purchaser brings litigation against O'Donnell Electric, whether against O'Donnell Electric alone or against O'Donnell Electric and others, such litigation shall be brought in Oakland County, MI.
15. The terms of this agreement shall take precedent over any conflicting terms or conditions on a purchase order or subcontract or other document issued by Purchaser.
16. Acceptance – This quotation and its provisions may only be accepted only on the terms and conditions stated above. Acceptance by any means other than execution of this quotation (i.e., the commencement of any work, performance of any services, or the shipment of any goods, etc.) shall be deemed acceptance of the terms and conditions stated in this quotation and none other. Any additional, different, or inconsistent terms or conditions contained in any form of bid, proposal, acknowledgement, acceptance or confirmation used by Purchaser shall be of no force or affect whatsoever unless specifically agreed to in a separate written instrument signed by an authorized representative of O'Donnell Electric, LLC after the date of this quotation. O'Donnell Electric specifically objects to the inclusion of any different or additional terms or conditions by the Purchaser in acknowledging and accepting the Subcontract.