

## Over and Above Estimate

**Region:** 5

**Location:** DE007

**CSS #:** 16044

**Maximo Work Order No.:** 6405

**Asset #:** NA

**Date:** 09/13/19

### Original Description:

There are two exterior pole lights out at the center. One is along the walkway approaching the main building and the other in the parking lot. This causes a safety/concern.

### Repairs Needed:

Labor and material to 1. provide and install one 400 watt metal halide lamp and ballast to one existing light pole. 2. provide and install one 150 or 175 watt metal halide lamp and ballast to one existing light pole. 3. Price includes bucket truck.

### RS Means Line Buildup and Labor Summary (Data Version 2017, Q4):

Quantity	Line Item Number	Description	Labor Hours	Labor Rate/Hr	Materials	Equipment	Total
1	NA	Labor	16	\$110.00	--	--	\$1,760.00
1	NA	Materials - 400 watt hallida lamp and ballast	--	--	\$270.00	--	\$270.00
1	NA	Bucket Truck/Equipment	--	--	--	\$520.00	\$520.00
1	NA	Diagnostic Fee	--	\$0.00	--	--	\$0.00
--	NA	CMI Coordination and Site/Task Oversight	4	\$80.00	--	--	\$320.00

### Estimate Summary:

Labor Hours	Labor Cost	Material Cost	Equipment	Total Cost	CE Factor	Total Estimate
20	\$2,080.00	\$270.00	\$520.00	\$2,870.00	106%	<b>\$3,042.20</b>



John E. Kelly & Sons Electrical Construction, Inc.  
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# Proposal for Electrical Work

**November 6, 2018**

**To:** Tidewater Inc.  
**Attn:** Karlee Demain  
**Contact Info:** karlee.demain@tideh2o.net  
**REF:** CSS 16044 WO 6405 DE007-Install Lamps and Ballasts to Exterior Light Poles  
**Site Address:** 1001 Ogletown Rd., Newark, DE 19711  
**Bid Amount:** \$2,550.00  
**RC-2018**

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We are pleased to offer this proposal to furnish labor, equipment, and materials for electrical improvements to the project named above. The work scope shall be in accordance with the following bidding documents you have forwarded to us:

- Site Visit: 10/29/2018

## **Work Scope Summary –**

1. Provide and install one 400 watt metal halide lamp and ballast to one existing light pole.
2. Provide and install one 150 or 175 watt metal halide lamp and ballast to one existing light pole.
3. Price includes bucket truck.
4. Price does not include electrical permit.
5. Work to be performed during normal business hours (Monday-Friday 6am-4pm, excluding holidays. Any hours worked after 8 normal hours in one day is overtime).
6. Price valid for 30 days.
7. Due to the volatility of the current commodities market, we are only able to guarantee our price for 30 days for the base price.
8. Kelly Electric reserves the right to compensation for commodity cost increases that occur due to trade restrictions that may take place after the quotation date and were not anticipated at bid time.



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#### **Price Breakdown-**

Labor-\$1,760 (16 hours X \$110 per hour)

Bucket truck/equipment-\$520

Material-\$270

#### **Proposal Notes and Clarifications**

1. Our proposal excludes the following:
  - a. Any allowances;
  - b. Site grading, landscaping, or tree(shrub) removal;
  - c. Concrete or asphalt cutting, patching or repairs;
  - d. Furnishing or installing fencing or bollards;
  - e. Furnishing or installing nurse call devices, wiring, control panels or equipment;
  - f. Furnishing or installing CATV devices, wiring, control panels or equipment;
  - g. Furnishing or installing Tel/Com devices, wiring, control panels or equipment;
  - h. Furnishing or installing sound and public address devices, wiring, control panels or equipment;
  - i. Furnishing or installing A/V devices, wiring, control panels or equipment;
  - j. Furnishing or installing CCTV devices, wiring, control panels or equipment;
  - k. Furnishing or installing SCADA devices, wiring, control panels or equipment;
  - l. Furnishing or installing security devices, wiring, control panels or equipment;
  - m. Identification or abatement of hazardous materials;
  - n. Concrete for housekeeping pads including outdoor concrete pads;
  - o. Painting, access panels, structural repairs, roof penetrations or repairs;
  - p. Site grading, seeding, sodding, landscaping or other site restoration;
  - q. Off-site disposal of excavation spoils, including dump fees;
  - r. Utility fees for power, telecom or CATV services;
  - s. Sediment controls, rock excavation or dewatering of trenches;
  - t. Traffic controls, flagmen, roadway signs, etc.;
  - u. HVAC controls, wiring, and raceways;
  - v. Upgrades or improvements to existing electrical systems or equipment to meet code requirements, except as specifically shown in the drawings or specifications;
  - w. Liability for errors or omissions in the design, drawings and specifications, including incorrect or inadequate materials or work of other trades;
  - x. Performance and payment bonds, Bid Bond, Maintenance Bond, or Harbor Maintenance; bonds can be furnished if required at additional cost;
  - y. Full Time personnel at jobsite except working foreman;
  - z. Quality Control or Safety Personnel;



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- aa. Builder's risk insurance;
- bb. Design Fees;
- cc. Diesel;
- dd. AutoCAD Drawings;
- ee. PE Fees and Stamps;
- ff. Heat Tracing Cables and Equipment;
- gg. Cathodic Protection;
- hh. Compaction and Concrete Tests;
- ii. Any civil or mechanical work;
- jj. Seismic Restraints;
- kk. Temporary Telephone;
- ll. Consumption of Temporary Facilities;
- mm. Existing duct banks demolition;

#### **Standard Terms and Conditions**

1. John E. Kelly & Sons Electrical Construction, Inc. ("Kelly Electric") will clean work areas daily, and will utilize the general contractor's and/or Customer's on-site dumpster for all construction trash. No off-site disposal of trenching spoils or other materials is included.
2. Kelly Electric's work shall be installed by licensed journeyman electricians and registered apprentices/trainees.
3. Kelly Electric's work shall be installed in accordance with applicable codes, laws, and regulations.
4. Kelly Electric's work includes excavation and backfill that is incidental to the electrical improvements, as shown in the Bidding Documents. The cost estimate is based upon reasonably normal soil conditions, free of rock or other sub-grade obstructions. Backfilling is with excavated material only, which is presumed to be suitable as fill material. If extensive rock, concrete, or other sub-grade obstructions are encountered, or if excavated material is determined to be unsuitable as fill, Kelly Electric will suspend the work and notify the Customer of the problem at once. Additional charges shall be negotiated prior to completion of the excavation work in this case.
5. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Bidding Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the contract documents or Bidding Documents, then Kelly Electric will notify the Customer without delay and seek direction as to how the work is to proceed. The Customer will promptly investigate such conditions and, if they differ materially and cause an increase in Kelly Electric's costs or the time required to perform the work, the Customer shall agree to an equitable adjustment to the contract price for and/or contractually scheduled time to complete Kelly Electric's work.
6. Work hours shall be between 6:00a.m. And 4:30p.m., Mondays through Fridays. Work shifts shall consist of eight (8) consecutive hours. Neither night nor holiday work is anticipated or included in our proposal.
7. Kelly Electric requires clear and continuous access to the work site, including parking for Kelly Electric work vehicles.
8. Kelly Electric requires a reasonably secure area near the work site for stocking and staging of materials, equipment and tools.
9. **Generator Installations:** Kelly Electric does not include any coordination, permit fees, inspection fees and installation costs of fueling methods /types for generator installations. Costs shall be borne by others.
10. **Generator Installations:** Kelly Electric does not include any fuel coordination and any cost of fuel.
11. **Warranty:** For a period of one (1) year from the date of completion, Kelly Electric will promptly correct work that is found to have defects in materials or workmanship. Kelly Electric reserves the right to inspect the work that is deemed to be defective, and to determine the best means of correcting the defect(s). The extent of Kelly Electric's responsibility under this warranty is for correction by repair or replacement of the defective work itself. The warranties set forth in this article are exclusive, and in lieu of any and all other warranties relating to the services, whether statutory, express or implied, and Kelly Electric disclaims any such other warranties, including but not limited to any and all warranties of merchantability and/or fitness for a particular purpose and any and all warranties arising from course of dealing and/or usage of trade. Any other statements of fact or descriptions expressed in the agreement, bidding documents or any work authorization shall not be deemed to constitute a warranty of the services or any part thereof. Kelly Electric's performance of defective or non-conforming services through the one year period provided for in this article shall constitute complete fulfillment of, and Kelly Electric's exclusive remedy



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for, all the liabilities or responsibilities of Kelly Electric to customer for non-conforming or defective services, whether the claims of customer are based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever.

12. This proposal is contingent upon execution of a contract agreeable to both parties, and Kelly Electric may withdraw this Proposal, at its sole discretion, if a subcontract is not signed within thirty (30) days. In the event the work is performed but no contract is signed, these Standard Terms and Conditions shall control.
13. Payment: Kelly Electric shall invoice Customer on a monthly basis for the work performed. Customer shall pay Kelly Electric for amounts due and owing Net 30 days from date of invoice. Kelly Electric shall be entitled to interest on unpaid amounts at the rate of eighteen percent (18%) annually, compounding daily from the date such amounts are first due.
14. Kelly Electric shall perform the work described at the price quoted subject to the following adjustment: In the event the price of any materials to be used in this work should increase by ten percent (10%) or greater from the price at which the material was available to Kelly Electric at the time of submission of the Proposal, the price quote shall be increased to reflect the additional or reduced cost to obtain the material beyond the ten percent (10%) threshold.
15. Both parties agree to waive consequential, punitive and special damages against each other.
16. In the event Kelly Electric has to commence legal action (including mediation, arbitration or litigation) to enforce the terms of the agreement between the parties, including these Standard Terms and Conditions, Kelly Electric shall be entitled to recover its reasonable costs and attorney's fees.
17. In the event of any inconsistency between these Standard Terms and Conditions and any of the Bidding Documents or any other documents, these Standard Terms and Conditions shall control.
18. John E. Kelly and Sons Electrical Construction, Inc. is an Equal Opportunity Employer.

Notice: Technical data, commercial and/or financial information contained in this proposal are restricted data, and shall not be disclosed by addressee or used other than for proposal evaluation purposes, except that such restricted data may be used in accordance with the provisions of any contract awarded as a result of, or in connection with, this proposal.

### **Financial Information**

#### **Base Bid:**

We will provide the electrical improvements described above, complete and ready for use by the owners, in consideration of the sum of: **\$2,550.00**

**\*\*Breakdowns provided for information only. Price is based on lump sum price including all items from breakdown \*\***

**\*\* Adders and Options are not part of the Lump Sum Price \*\***

#### **Payment terms:**

Invoice for work in place or materials at the site shall be submitted by the 25<sup>th</sup> day of the month, with payment due no later than the 10<sup>th</sup> day of the following month. Late charge of 1.5% of the overdue balance may be assessed on amounts overdue longer than (45) days from date of the invoice.

Accepted by: \_\_\_\_\_

\_\_\_\_\_

Acceptance Signature

Respectfully submitted,

***John E. Kelly & Sons Electrical Construction***

*Russell Curry*

Russell Curry, Service Manager

Tel. (301) 736-2250

Mobile. (240) 375-1088



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Printed Name

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Date

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