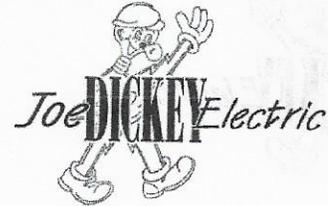


"Joe" Dickey Electric, Inc.



January 11, 2019

Attn: Kevin Trepal
Assistant City Engineer
ktrepal@rlba.com

RE: Stratford Pump Station

Dear Sir,

We are pleased to quote you labor and material necessary to complete the above-mentioned project based upon drawings dated December 12, 2018. Our Electrical price is based upon the following:

ELECTRICAL SCOPE OF WORK

- A. Distribution
 - Provide and install new Service Pedestal Complete with meter base/panel, and provisions for control panel as specified
 - Receive and install pump control panel furnished by others
- B. Equipment Connections
 - Provide connection to pump station control panel furnished by others
- C. Feeder Conduit / Wire
 - Provide and install per One-line diagrams
 - Copper conductors shall be utilized
- D. Branch Conduit / Wire
 - As Specified and per National Electrical Code
- E. Grounding
 - As per National Electrical Code
 - Per drawings and specifications

COMMENTS / EXCLUSIONS

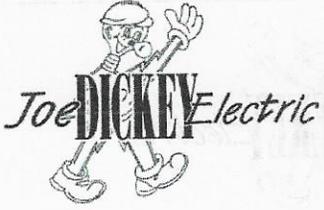
- We exclude sales tax from our proposal
- We include applicable Electrical Permit and Inspection Fees in our proposal.
- We exclude all Power Company Fees from our proposal; this includes temporary electric usage charges and Primary Electric installation charges.
- We include coordination of Electrical Work with Power Company in our proposal.
- We exclude all allowances from our proposal

180 W. South Range Road, P.O. Box 158, North Lima, OH 44452-0158

Web: DickeyElectric.com • Phone: (330) 549-3976 • Fax: (330) 549-0324 • LIC #16778



OFFICE OF THE ENGINEER
PUBLIC WORKS DEPARTMENT



January 11, 2019
Page 2 of 3

- We include all trenching, backfill, earthwork, and site restoration

ELECTRICAL BASE BID: \$7,774.00

If you have any questions regarding these Labor Rates please feel free to contact me at our office. I will be more than willing to discuss our proposal, review our payment terms or review the construction documents with you to make sure our Electrical Proposal matches the needs and desires of the Owner.

Sincerely,

Dave Wright
Estimator/Electrical Engineer

PROPOSAL APPROVAL

The undersigned accepts this proposal and agrees to all Terms, Conditions, Scope, Amounts, etc shown here-in. Further, this acknowledgement shall constitute as the Notice to Proceed for the project.

_____	_____	_____	_____
(CUSTOMER APPROVAL)	(DATE)	(DICKEY APPROVAL)	(DATE)

_____	_____
(PURCHASE ORDER #)	(PURCHASE ORDER AMOUNT)

WILLOUGHBY-STRATFORD PUMP-0119-1-DW

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January 11, 2019
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STANDARD TERMS AND CONDITIONS

- **PAYMENT TERMS:** Net 30 (thirty) days from invoice date, or upon demand without discount or prior notification. Invoices not remitted in agreement with these terms will subject the account to a service/finance charge of 1.5% (one and one half percent) per month or 18% (eighteen percent) per annum of the delinquent account balance. Customer, here in, agrees to pay any and all expenses incurred by "Joe" Dickey Electric, Inc., including but not limited to attorney fees and/or other fees relating to the collection by suit or otherwise, of any amount owed related to this proposal.
- **CREDIT CARDS:** Use of a Credit Card for payment in excess of \$2,500.00 will be assessed a 3% convenience fee. This fee will be added at the time of card processing.
- **PROJECT and SCOPE:** The Company ("Joe" Dickey Electric, Inc.) shall complete the project as outlined within this proposal in accordance with those plans and specifications provided to it by the customer and included in this proposal, as evidenced in a writing. Any features of the project not explicitly described as defined above, not included in the proposal, will only be binding upon either party after such is evidenced by a writing in the form of a mutually agreed upon and executed change order. Any change order will contain a detailed description of the change, addition or deletion, and the costs or credit resulting thereof.
- **TIMING:** Both Customer and the Company agree and acknowledge that any time frames discussed in this proposal are good faith estimates and that such time frames for work and completion of the project may be extended due to circumstances beyond the control of the Company. Such circumstances may be, but are not limited to, subcontractor scheduling, unfavorable or unsafe weather conditions, material shortages, labor shortages, acts of God, additions or deletions of scope, change orders, or any condition beyond the control of the Company.
- **LIMITATION of LIABILITY and STATUTE OF LIMITATIONS:** Under no circumstances shall the Company be liable for any special indirect or consequential damages arising from a breach of this proposal or the subject use and reliance on the product, material, personal property or installation provided by the Company whether or not relating to a pre-existing condition, including without limitation any damages based on a claimed diminution in the value of real property subject to this proposal. No action regardless of its form, and arising out of the transactions under this proposal order may be brought by customer more than 2 (two) years after the cause of the action has accrued.
- **INDEMNIFICATION:** Customer agrees to indemnify and hold harmless the Company from and against all claims, demands, losses, expenses, including attorney fees and lawsuits, which may be asserted against or incurred by the Company by or due to any person not a party to this agreement, including the Company's insurance and/or bonding company, for any expense, loss or damage, including but not limited to, statutory civil damages, personal injury, death and/or property damage, real and/or personal, arising out of the design, sale, lease, installation, repair, service, dispatch maintenance, monitoring, recording, and operation or non-operation of any equipment subject to this work order, whether due to the sole, joint or several negligence of the Company or its agents, servants, employees, suppliers, subcontractors, breach of contract, express or implied, breach of warranty, express or implied, product or strict liability, and/or any claim for contribution, or indemnification, whether in contract, tort or equity. Notwithstanding anything contained herein to the contrary, this paragraph shall not apply to claims for loss or damage caused directly and solely by the negligence of an employee of the Company while on customer's premises, provided, however, that this exemption be limited to the amount of proceeds received from the Company's insurance policies applicable to the claim or action.
- **MISCELLANEOUS:** Product, material and personal property shall remain the property of the Company until such time as final payment in relation to this work order has been made and received in Bank of the Company. Customer agrees and waives the right to any objection to the Company removing said product, material and personal property from customer property in the event that final payment in accordance with payment terms is not made.
- **NO WAIVER:** The failure of customer or Company to insist upon performance of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but such terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- **ENTIRE AGREEMENT:** No representations, warranties, undertakings, or promises, whether verbal, implied, or otherwise, can be made or have been made by any of the parties to this proposal unless expressly stated herein or unless mutually agreed as evidenced in a writing by the parties.
- **STANDARD TERMS AND CONDITIONS:** If you have any questions regarding the company's standard exclusions/terms, please feel free to contact James Viano III-Chief Financial Officer or Eric Carlson-President at our office.

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