



 P.O. Box 100
 Imperial, MO 63052
 636.464.3939
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Bates Electric, Inc.

January 6, 2022

City of Sunset Hills
 13555 W. Watson Rd.
 Sunset Hills, MO 63127

Attn: Gerald Brown

Re: Preliminary electrical estimate for the **Sunset Hills Ballfield Service** located at 13555 W. Watson Rd., Sunset Hills, MO 63127.

We propose to furnish labor and material in accordance with the specifications listed below:

Wire, Supply & Install

(1) 600A, 480v, service on the new ballfield platform

Schedule of Values: To be determined

Terms: To be determined

Estimated Total: \$25,000.00

Accepted: _____ **Date:** _____

We proudly accept:



**** Due to the volatility of the commodities market and its direct impact on our cost, as well as significant projected market growth, this proposal may be withdrawn if not accepted within 10 days. Escalation cost will apply to difference in cost of material quotes at time of bid versus time of installations.***

Notes:

- Upon authorizing proposal in all appropriate locations, please contact Bates Electric to schedule the commencement of specified work on this project.
- By signing above customer agrees to all terms and conditions, warranty, delays, and exclusions listed below.
- Pricing includes \$7,000 credit.

Initials of Acceptance: _____
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Proprietary:

- Bates Electric, Inc., as a benefit to you, has developed the ideas and concepts detailed in this proposal. These are considered by Bates Electric, Inc. to be confidential and proprietary. These ideas and concepts remain the sole property of Bates Electric, Inc. The customer acknowledges and agrees to honor our proprietary right to the contents of this proposal and refrain from disclosing such content or any information to any third party, without the prior written consent of Bates Electric, Inc. Any unauthorized use of these ideas and concepts is strictly prohibited.

Warranty:

- Bates Electric Inc. shall protect all material workmanship incorporated in the electrical installation performed on such said projects, as noted by contract. This program will cover defects due to faulty workmanship or negligence for a period of twelve (12) months or one (1) year for the General Construction warranty, and modified by the supplementary conditions, or for such longer periods as may be designated in specific division of the Specifications.
- This protection plan is binding where defects occur due to normal usage conditions and does not cover willful and malicious damage, damages inadvertently caused by the customer, damages caused by Acts of God or other Casualty.
- This protection plan shall begin upon final inspection date of such said specific project.
- Warranty service calls, to include troubleshooting and repairs to be completed Monday through Friday 7a.m. to 3:30p.m. CST. Warranty service calls outside of the normal service hours listed may be subject to emergency service call rates.

Terms and Conditions:

- Customer/applicant agrees to pay for all invoices for all labor, material, supplies, equipment, consumables, rents, additional costs of bonds, insurance premiums, permits, fees, taxes, and any costs of additional supervision, field, or office services supplied to the customer/applicant, to the customer/applicant's representative or at the customer/applicant's direction upon receipt unless otherwise expressly agreed in writing. Customer/applicant agrees to pay, upon demand, a late charge of 1.5% (A.P.R. 18%) for all invoiced amounts that have not been paid within thirty (30) days from the invoice date. For time and material jobs, payment is due CDD or by Mastercard, VISA, American Express, or Discover.
- Late charges of 1.5% (18% APR) will be applied to the account at 30 days past due with actual services ceased and/or terminated at 60 days past due.
- **NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR/CUSTOMER TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**
- Should Bates Electric refer any past-due balance to an attorney or collection agency for collection efforts, customer/applicant agrees to pay, upon demand, in addition to any balance then due and owing, reasonable attorney's fees together with any other fees, costs, or expenses incurred to collect the past-due balance, including court costs. Applicant/customer agrees that the term 'reasonable attorneys' fees' as used herein shall not be construed as being less than one-third (1/3) of the sum owing to Bates Electric.
- Customer understands and agrees to being held financially responsible for any and all additional work requested and/or directed by the customer including its owners, officers, manager, superintendent, or other representative.
- Customer acknowledges that Bates Electric, Inc. maintains an employment agreement that contains current and post-employment restrictions. Restrictions, such as but not limited to: engaging in business that competes with Bates Electric, soliciting present or perspective customers, etc. Attempts to engage employees outside of this agreement will result in reasonable attorney fees together with any other cost or expenses incurred to protect Bates Electric and employee agreement.
- A minimum restocking fee of 25% will be charged on all non stock or special order items.
- Due to the volatility of the commodities market and its direct impact on our cost, as well as significant projected market growth, this proposal may be withdrawn if not accepted within 10 days. Escalation cost will apply to difference in cost of material quotes at time of bid versus time of installations.

Initials of Acceptance: _____
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Exclusions:

- Damages to any public or private unmarked utilities such as but not limited to phone, cable, electric, gas, irrigation system, water and/or sewer.
- Damages to all surfaces and coverings, such as but not limited to drywall, plaster, paint, tile, brick, carpet, wallpaper, concrete, etc.
- All engineered and design drawings.
- Demolition and clean-up unless clearly specified
- Electrical work outlined in any other sections
- All voice/data, fire alarm, security and HVAC/temperature controls
- All shift overtime, temporary electric, utility charges, and roof patching
- Repairs to landscape, seeding and sodding, plants, trees, shrubs, etc.
- The assembly of specialty fixtures, accessories, and equipment and/or any non-standard products/devices.
- Any losses due to failure of back up power system.
- Provisions for labor, materials and/or related costs for unforeseen items underground which need to be removed, altered, or drilled through such as, but not limited to, stumps, tree roots, rocks, footings, foundations, etc.
- Provisions for adjustments of settings for motion or photovoltaic operated switches, lights, or other electrical components. All adjustments will be completed on an hourly basis.
- Proposal excludes provisions for arc flash study and arc flash modifications.

Delays:

- If the work of Bates Electric is prevented, hindered, delayed or otherwise made impracticable by reason beyond the control of Bates Electric including, but not limited to, any strike, flood, riot, fire, explosion, war, terrorist act or any other casualty, by any act or request of a governmental body, or as a result of any cause which cannot be overcome by reasonable diligence and without unusual expense, Bates Electric will be excused from such performance and the Customer agrees to pay for any and all portions of work completed, according to the terms herein.

Schedule:

- Upon authorizing proposal in all appropriate locations, please contact Bates Electric to schedule the commencement of specified work on this project.

Submitted By:

BATES ELECTRIC, INC.

Joe Bates
Estimator/Project Manager
jbates@bates-electric.com
(o) 636.464.3939
(f) 636.464.9598

Initials of Acceptance: _____

