



ABM Electrical Power Services
 2631 S. Roosevelt Street
 Tempe, AZ 85282
 602-387-9460

Company:	City of Flagstaff	Date:	June 19, 2020
Attention:	Shawn McGee		
Email:	SMcKee@flagstaffaz.gov	Phone:	(928)213-2435
Project:	City of Flagstaff –Wildcat & Rio De Flag Engineering Studies		

Proposal Number: JB-042320-1 R1

Proposal Price Breakdown

Scope Of Work \$57,830 Straight Time (During Normal Business Hours, M-F 6am-6pm)

If Applicable, Item Counts And Scope Of Service(S) Are Per The Attached Documents. Any material pricing provided within this proposal is valid for 30 days, all other pricing is 90 days.

Any unplanned technician standby time necessitated by conditions outside the control of ABM Electrical Power Services will be additionally billed in accordance with our published Fee Schedule.

Cancelling this project within 72 hours of scheduled completion date may result in 10% cancellation fee. Repeated cancellations may also result in 10% fee.

The above price is based on work already performed for the entire sites.

Holiday	Holiday Observed
New Year’s Day	January 1, 2020
Martin Luther King, Jr. Day	January 20, 2020
President’s Day	February 17, 2020
Memorial Day	May 25, 2020
Independence Day	July 3, 2020
Labor Day	September 7, 2020
Thanksgiving Day	November 26, 2020
Friday After Thanksgiving	November 27, 2020
Christmas Day	December 25, 2020



Scope of Work

Price Is Based on Increased Engineering, Data Collection and Onsite Time Required To Perform Engineering Study For All Equipment Onsite.

General Exceptions/Conditions

1. Retesting, repairs and/or replacement of malfunctioning devices is not included.
2. Optional tests per NETA Acceptance Testing Specifications are not included.
3. Quantities and device types are based job walk(s) as indicated (if applicable), any changes in the quantities may affect pricing.
4. Delay and/or standby time not under ABM's control will be billed/invoiced as an additional cost.
5. Tests or equipment not specifically listed above.
6. Performance/Payment Bonds.
7. Davis Bacon – Prevailing Wages –Certified Payroll.
8. Onsite Safety/Orientation/Badging Time (Safety Requirements)

Customer's Responsibilities

1. Provide clear access to all items and equipment to be included.
2. Utility Outages, permits and/or lighting if required.
3. Ready access to equipment listed above within 15 minutes to avoid delays and additional charges.
4. Setting implementation.
5. Utility Transformer Information (kVA, Impedance, Primary Voltage, Fuse Type and Fuse Size).

ABM's Responsibilities

1. Provide qualified personnel and PPE for work to be performed.
2. Data collection as required on "ABM Electrical Power Services" Information Request Form".
3. Label application.
4. Provide NFPA 70E trained electricians to remove and re-install equipment covers.

We look forward to working with you on this project, and sincerely appreciate the opportunity to be of service. Please do not hesitate to contact us, should you have any questions or comments.

Sincerely,



Jason Black
General Manager



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ABM Electrical Power Services, LLC

We instruct ABM Electrical Power Services, LLC (ABMEPS) or subsidiaries to proceed with scheduling and performing the work described in the attached proposal.

Project Site Address(es): _____

* **Authorized Project Amount:** \$ _____ Proposed Date to Begin Work: _____

Project Comments/Notes: _____ \$

Contact Name: _____ Site Contact Phone: _____

AUTHORIZATION TO PROCEED REQUIRED

* **Customer Authorization Signature:** _____

Printed Name & Title: _____

Date: _____ Phone: _____ Email: _____

BILLING INFORMATION REQUIRED

ABMEPS is instructed to bill this project per the pricing outlined in the proposal accordingly:

* **Purchase/Service Order or Contract Number is (Mark One):** Required on invoice Not Required If Required,

Provide Number Here: _____

Full Billing Name: _____

Billing Address: _____

Billing City, State, Zip Code: _____

Accounts Payable Contact: _____

AP Phone Number: _____ AP Email Address: _____

Email Address For Invoice Processing: _____

* Please help streamline invoicing by providing an email address for invoice processing

Terms and Conditions:

The attached ABM Electrical Power Services, LLC Terms and Conditions will apply. Authorization to proceed with the work outlined in this quotation shall constitute Site Host ("Buyer's") acceptance of these terms and conditions in full. Oral authorizations to proceed must be confirmed to ABMEPS in writing (Fax or e-mail) before project start. If there is a conflict or discrepancy between terms and conditions in the Buyer's purchase authorization and this quotation, this quotation shall prevail unless specifically authorized, in writing, by ABM Electrical Power Services, LLC.



ABM ELECTRICAL POWER SERVICES

Terms and Conditions

The following terms and conditions are hereby made a part of this quotation. Authorization to proceed with the work outlined in this quotation shall constitute Buyer's acceptance of these terms and conditions in full. Oral authorizations to proceed must be confirmed to ABM Electrical Power Services in writing (Fax or e-mail) within 24 hours. If there is a conflict or discrepancy between terms and conditions in the Buyer's purchase authorization and this quotation, this quotation shall prevail unless specifically authorized, in writing, by ABM Electrical Power Services.

Terms of Payment: 1. Terms are net thirty (30) days. Any invoice not paid within thirty (30) days from the date of invoice will be subject to a service charge equal to the lesser of One and One-half percent (1.5%) per month on account balances or the maximum percentage permitted by law. 2. At ABM Electrical Power Services option, customers may be invoiced on a monthly basis for services provided over more than one month. 3. All pricing and payment terms contained herein are contingent upon a favorable Credit Report for the customer/client to whom this quotation is provided. Upon receipt of a less than favorable credit report ABM Electrical Power Services reserves the right to withdraw this proposal, modify the pricing, or require payment when services are rendered, or advance payment of the total job quotation before providing services. 4. For material purchases in excess of \$50,000, ABM Electrical Power Services reserves the option to invoice 50% of the total at the time of material order and the remaining 50% at the time of material delivery. 5. Customer agrees to pay ABM Electrical Power Services, to the extent permitted by applicable law, all costs and expenses, including but not limited to reasonable attorney's fees, incurred by ABM Electrical Power Services in connection with any collection activities or actions to collect unpaid invoices under this quotation.

Delays: ABM Electrical Power Services shall not be liable for delays or performance resulting from causes beyond its reasonable control, acts of God, acts or omissions of Buyer, fire, strike or other labor difficulty. Should there be a delay, the date of delivery or performance shall be extended.

Cancellation: Notice of cancellation of services to be performed must be received thirty-six (36) hours prior to the agreed upon date and time. Unless such notification is provided, charges will be incurred. These charges will be ABM Electrical Power Services cost plus ten percent (10%) and will include any rental equipment for the Project.

Disclaimer: ABM Electrical Power Services assumes no responsibility for any damage or injury to any property caused directly or indirectly as a result of ABM Electrical Power Services performing its duties under this agreement except such damage or injury that may be held to result solely and directly from or out of: Any grossly negligent performance by ABM Electrical Power Services in its obligations under this Agreement or any willful misconduct on the part of ABM Electrical Power Services, its agents or employees.

Responsibility: All services are performed in accordance with industry standards, project specifications and/or NETA specifications. Where remediation is beyond the scope of normal reliability testing, and where corrective action is required, such services will be quoted separately.

Assignment: ABM Electrical Power Services reserves the right to assign this project in part or in total to an affiliated entity.

Termination: An order may be terminated only by mutual written agreement between Buyer and ABM Electrical Power Services and only upon payment of costs and expenses already incurred by ABM Electrical Power Services.

Safety: ABM Electrical Power Services agrees to comply with all applicable federal, state, local, National Electric Codes and project safety rules and regulations. ABM Electrical Power Services reserves the right not to perform work that in its opinion violates OSHA Electrical Safety-Related Work Practices; Final Rule or other safety rules and regulations.

Standby Time: When ABM Electrical Power Services service personnel are on the job site but unable to perform services requested because of circumstances beyond ABM Electrical Power Services control, the customer will be charged standby time at the applicable rate for each such ABM Electrical Power Services service person (up to a maximum of eight (8) hours per day per person).

Liability: ABM Electrical Power Services and its contractors and suppliers of any tier, shall not be liable in contract, in tort or otherwise for damage or loss of property or equipment, loss of profits or revenue, loss of use of equipment or power system, cost of capital, cost of purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities), claims of customers of Buyer, or for any special, indirect, incidental, or consequential damages of any kind, whether arising in or based on contract, tort, statute, strict liability, warranty or otherwise.

Warranties: All material and equipment delivered and/or installed will be the products of reputable manufacturers. ABM Electrical Power Services MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY EXCLUDED, CONCERNING MATERIAL AND EQUIPMENT MANUFACTURED BY OTHERS. ABM Electrical Power Services sells and delivers all materials and equipment not manufactured by it "AS IS," but ABM Electrical Power Services will use its best reasonable efforts to obtain from the manufacturer, in accordance with the manufacturer's customary practices, the repair or replacement of any material or equipment which may prove defective in workmanship or material. The foregoing shall be the exclusive remedy of Buyer and the sole obligation of ABM Electrical Power Services with respect to material and equipment manufactured by others. Further, ABM Electrical Power Services warranties its labor for one (1) year. Any materials obtained from ABM Electrical Power Services inventory carry a ninety (90) day warranty.

