



# SMITH ELECTRIC COMPANY

3370 EXECUTIVE POINT WAY, SUITE 43, CARSON CITY, NV 89706-7975

NV LIC #018293 - \$2,000,000 LIMIT

PH: (775) 885-0333 – FAX: (775) 885-1633

## PROPOSAL #0188

**COMPANY:** *V & T Railways*

**LOCATION:** 4650 Eastgate Siding  
Rd

**JOB NAME:** *Hot Chocolate Station*

**DATE:** 9/9/2022

**ATTN:** Leah St Marie

**PRICE:** \$6,800.00

WE HEREBY SUBMIT OUR BID FOR COMPLETION OF THE ELECTRICAL WORK AS PER PLANS AND SPECIFICATIONS, PROVIDED ON THE ABOVE-MENTIONED PROJECT. ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN A WORKMANLIKE MANNER, ACCORDING TO STANDARD PRACTICES AND CODES. ANY ALTERATIONS OR DEVIATIONS FROM THE PLANS AND SPECS INVOLVING EXTRA COSTS WILL BE EXECUTED WITHOUT WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE BID PRICE. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER IS TO CARRY FIRE AND OTHER NECESSARY INSURANCE. ALL OF OUR WORKERS ARE COVERED BY INDUSTRIAL INSURANCE (BAWN-SIG).

**INCLUSIONS:** WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH THE SPECIFICATIONS AND PLANS – **PRICE INCLUDES THE FOLLOWING:**

- Supply and install (4) 120V 20A circuits for hot water station
- Existing panel is assumed to have space or have space that can be made available
- Locating an existing usable circuit for an added lighting receptacle

**EXCLUSIONS:** THIS BID DOES NOT INCLUDE ANY PERMITS, TRENCHING, FEES, AND PAYMENT TO ARCHITECT IF DWG FILES ARE REQUIRED, UNDERGROUND WORK, FIRE ALARM, SEISMIC BRACING IN ANY DROP CEILING, DRYWALL PATCHING OR REPAIR, RELOCATING ELECTRICAL IF LOCATION SHOWN ON PLANS IS NOT ACCEPTABLE TO OWNER OR OWNERS REPRESENTATIVE, OR COSTS INCURRED ON BEHALF OF ANY UTILITY COMPANY UNLESS OTHERWISE NOTED. WE MAY WITHDRAW PROPOSAL IF NOT ACCEPTED WITHIN 30 DAYS. BID PRICE MAY INCREASE DUE TO AN UNFORESEEN CHANGE IN THE PRICE OF STEEL AND COPPER. **PRICE DOES NOT INCLUDE THE FOLLOWING:**

- **Additional electrical not expressly stated above**
- **Trash haul-off/dump fees-scope related debris will be deposited at a GC provided rubbish location on site**
- **Coring, saw cutting, trenching, x-ray of floors**
- **Replacing any damaged electrical that is unforeseen**
- **Permits and fees to be GC provided**
- **Prevailing wage**

**TERMS:** NET 10 DAYS FROM BILLING - PROGRESSIVE BILLING TO COMPLETION. PAYMENT NOT RECEIVED WITHIN 30 DAYS OF BILLING IS SUBJECT TO A 1.5% PER MONTH FINANCE CHARGE. A.M. SMITH ELECTRIC, INC. RESERVES THE RIGHT TO CORRECT THIS QUOTE FOR ERRORS AND OMISSIONS. THIS QUOTE COVERS DIRECT COSTS ONLY AND A.M. SMITH ELECTRIC, INC. RESERVES THE RIGHT TO CLAIM FOR IMPACT AND CONSEQUENTIAL COSTS.

DATE OF ACCEPTANCE: \_\_\_\_\_

Void if not accepted within 10 days. Due to the extremely volatile commodities market this price is subject to changes based on supplier increases at any time.

If work commences without A.M. Smith Electric, Inc.'s receipt of this contract, labor and material will be figured on a time and material basis.

#### **A.M. Smith Electric General Conditions**

These General Conditions are attached to and made a part of the Smith Electric Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Smith Electric, Inc.," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract. Standard work hours are Monday through Friday 7:00 AM to 3:30 PM.

Payment. Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.

Changes. Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Smith Electric, Inc. and Owner by a written change order signed by Smith Electric, Inc., and Owner. Smith Electric reserves the right to require Owner to pay for all change order items (labor, equipment, and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Smith Electric, Inc. will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Smith Electric, Inc. shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.

Access. Owner shall allow contractor to have reasonable access within standard working hours to the job site to allow completion of the project on the dates requested by the contractor.

Mechanic Lien Law. any person or company supplying labor or material for this improvement to your property may file a lien against your property if that person or company is not paid for their contributions.

Owner's Failure to Pay. If Owner fails to pay any amount due to Smith Electric, Inc. as and when required, Smith Electric, Inc. shall have the right, but not the obligation, to immediately stop work on the Project and Smith Electric, Inc. may pursue any, and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Smith Electric, Inc. for reasonable legal fees and costs incurred by Smith Electric, Inc. in the enforcement of this Contract. Smith Electric remains the owner of any, and all materials on the subject property until paid in full. If payment is not received, we reserve the right to remove the materials to offset any money owed.