

## **COST PROPOSAL**

The undersigned, proposes to complete the **Police Department Lighting Project #222-211** for work in place for the items and quantities identified in the attached cost proposal, which includes the Contractor's labor, equipment and agreed upon Subcontractors, if any.

The items listed in this Cost Proposal are the items of work that will be measured for payment. However, the Contractor agrees to perform all other items specified in the technical specifications or in the other Contract Documents, all work incidental to the specified items, and all work which may be reasonably inferred from the Contract Documents for the construction of the completed Project at no additional cost to the Owner, unless additional work is required, which will be provided for in the form of change order in accordance with the General Conditions.

The Contractor offers to construct the Project in accordance with the Contract Documents for the contract price, Date set in the Notice to Proceed, to finally complete the Project within 120 calendar days after the Project Start Date. The Contractor understands and accepts the provisions of the Contract Documents relating to liquidated damages if the Project is not completed in time.

The Contractor represents to the Owner that it:

- 1) fully recognizes the time required for the completion of this Project, and is taking into consideration all factors including, but not limited to the character of work involved in the Project, the nature of the Project site, the potential for weather-related impacts on the construction schedule and market conditions related to materials and equipment to be used in the Project;
- 2) has examined, read and understands the Contract Documents;
- 3) is familiar with the Project area and site, and all local, state and federal laws and regulations that in any manner may affect cost, progress, or performance of the work;
- 4) has made and studied the results of examinations, investigations, and tests of subsurface and latent physical conditions which may affect the cost, progress or performance of the work that the Contractor considers necessary to assure construction of the Project at the contract price within the contract time and in accordance with the Contract Documents, and not additional examinations, investigations, tests, reports or similar information will be required by the Contractor for these purposes;
- 5) has reviewed all information in the Contract Documents with respect to existing underground facilities at or near the Project site, and the Contractor assumes responsibility for the exact nature and location of these underground facilities; and not additional examinations, investigations, tests, reports or similar information will be required by the Contractor in order to construct the Project at the contract price within the contract time and in accordance with the Contract Documents, including Section 3.04 of the General Conditions;
- 6) has correlated the results of all such observations, examinations, investigations, tests, reports and studies with the terms and conditions of the Contract Documents; and
- 7) has given the Owner written notice of all conflicts, omission, errors or discrepancies discovered in the Contract Documents and the written response or resolution of the issue by the Owner is acceptable to the Contractor.

The Contractor certifies that it is familiar with the statutory obligation to provide workers'

compensation insurance coverage for all employees engaged in work on the Project, and that the Contractor will ensure that this coverage is maintained in full force and effect for all of its employees and for all employees of subcontractors engaged in work on the Project, and will provide certificates of insurance for all coverages to the Owner.



4/25/2022

City of San Marcos  
Josh Farrell  
401 E Hopkins  
San Marcos, TX 78666

San Marcos Police Station Lighting  
Base  
REVISED ELECTRICAL PROPOSAL TIPS#211001

**NOTE: See City's General Conditions**

Thank you for the opportunity to offer our proposal for the subject project.  
Our pricing encompasses the following:

I. SCOPE OF WORK:

A) Our proposal includes:

- 1 All existing light controls to remain
- 2 Replace existing non-LED light fixtures with new LED fixtures
  - a. (234) 2x2 flat panel
  - b. (2) 2x2 flat panel w/surface mount kit
  - c. (13) 2x4 flat panel w/sheetrock kit
  - d. (8) 1x4 flat panel
  - e. (2) 1x4 flat panel w/sheetrock kit
  - f. (28) 8' strip
  - g. (11) 4' strip
  - h. (39) 6" recess retro fit kit
  - i. (45) R40 lamps
  - j. (14) round hi bay
  - k. (16) exit signs green letters
  - l. (20) exit combo green letters
- 3 Provide dumpster for fixtures removed
- 4 All work will be performed during working business hours
- 5 Provide and replace (300) ceiling tile and (200) T grid as needed per fixture removal.

B) Clarifications:

- 1 Breakouts are for accounting purposes only.
- 2 Any warranty obligations of Walker Engineering, Inc. pursuant to this subcontract shall extend only to labor and materials provided by Walker or specified by Walker as meeting subcontract quality and performance requirements. Walker's warranty obligations shall not extend to Owner, Designer (other than Walker Engineering, Inc.), or Contractor specified specialty products such as specialty lighting fixtures, LED systems and related software, controllers, etc., against manufacturing defects or for

additional labor beyond initial installation required to replace such defective products. In the case of Owner, Designer or Contractor specified specialty products purchased by Walker pursuant to this subcontract, Walker's warranty obligations shall be limited to a pass through of the manufacturer or distributor product warranty.

Walker represents and warrants to Client that the work shall conform with the Scope of Work and be free from defective material or workmanship for a period of twelve (12) period of twelve (12) months from substantial completion of the work.

WALKER MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. ANY IMPLIED WARRANTIES INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

3 This proposal is based upon the assumption that the labor and materials anticipated herein will be reasonably available and not subject to unanticipated market fluctuations. Walker's price and schedule are subject to equitable adjustments for delays caused by Client's failure to provide any required approval or suitable Project access or by occurrences or circumstances beyond Walker's reasonable control, such as fires, fires, flood, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulation of a governmental agency, emergency, security measure or other circumstances, including, without limitation, unusual weather conditions and unanticipated shortage of labor and/or materials.

4 PROPOSAL IS BASED UPON TODAY'S WIRE PRICES AND MAY REQUIRE ADJUSTMENT AT TIME OF RELEASE.

5 In the event of any changes in the scope of services to be performed by Walker, as directed by Client, Walker shall prepare and submit a change order defining the change in scope, and setting forth the change, if any, in the schedule and cost. Upon written approval of the change order, Walker shall proceed with the work and compensation will be adjusted in accordance with the approved change order.

6 Client must provide all reasonable assistance required by Walker in connection with the services, including, without limitation, all information related to the services or subject matter thereof in Client's possession, custody or control reasonably required by Walker.

7 ~~This proposal is valid for 10 business days from the date of submission excluding significant delays or price increases.~~ In the event of significant delay or price increase of material or equipment occurring between the date of this proposal and the date of execution of the Subcontract through no fault of Walker Engineering, Inc. ("Walker"), Walker reserves the right to withdraw this proposal and/or the Subcontract sum, Subcontract schedule, and contract requirements shall be equitably adjusted.

Per email confirmation on July 27, 2022, Contractor agrees to hold quoted price, Lynda Williams, Purchasing Manager

8 Except as otherwise specified in the Proposal, Client will pay each invoice within 30 days of its date. Interest will be charged on unpaid balances beginning 30 days from the invoice date at the lesser of 1.5% per month or the maximum rate permissible under law. Upon 10 business days' notice, Walker may suspend Services without liability until all past due amounts, including accrued interest, have been paid in full.

If Walker takes legal action to enforce payment and prevails, Client shall reimburse Walker for all collection and legal costs. Client shall pay Walker for Services rendered regardless of whether Services are intended in whole or in part to benefit a third party.

- 9 Notwithstanding anything to the contrary contained in the Agreement, the parties agree to waive all claims against each other for any incidental, special, indirect, punitive, exemplary or consequential damages that may arise out of or relate to this Agreement.
- 10 The proposal and any subsequent contract shall be governed by the substantive laws of the jurisdiction in which the Project is located (the "Jurisdiction"). The Jurisdiction's courts have exclusive jurisdiction and venue over all disputes arising out of the Contract, and the Jurisdiction is deemed to be the place of performance for all obligations under the Contract. The Parties waive any objection to the Jurisdiction's courts on grounds of inconvenient forum or otherwise.
- 11 If retention is required per contract documents then it shall not exceed 5%
- 12 If this proposal is accepted, the above terms will be incorporated into any subcontract agreement to be executed by the parties covering the work herein quoted.

## II. EXCLUSIONS:

- 1 Overtime, expediting or acceleration fees
- 2 Trash removal from site and any associate fees ( however, trash will be deposited in the G.C.'s dumpster )
- 3 Repairs to existing circuitry and conduits
- 4 Sales tax
- 5 Hazardous materials handing, generation, shipping and/or remediation fees
- 6 Payment and performance bond
- 7 Painting and/or priming of any kind
- 8 Temporary power and lighting

III.	PRICING SUMMARY:	
	A) Labor.....	\$39,132.29
	B) Material.....	\$62,887.08
	C) Equipment.....	\$6,071.02
	D) Propoosal Total.....	\$108,090.39

We appreciate the opportunity to be of service to you. Please do not hesitate to call if you have any questions or require additional information.

Sincerely,

**WALKER ENGINEERING**

Pete Gonzalez  
Account Manager  
210-464-0169

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The Contractor certifies that the prices contained in this cost proposal have been carefully checked and are submitted as correct and final.

The Contractor acknowledged that time is of the essence and that the Owner will be damaged if the Project is not completed on time in accordance with the Contract Documents.

Walker Engineering, Inc.

By: Eric Tuduh  
Signature

7/19/2022  
Date

ERIC TUDUH  
Printed Name

SERVICE MANAGER  
Title

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408 W. Nakoma Dr.  
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[pgonzalez@walkertx.com](mailto:pgonzalez@walkertx.com)

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

(AFFIX SEAL AND ATTESTATION IF CORPORATION)