



3/24/2021

City OF San Marcos  
Joshua Farrell  
401 E Hopkins  
San Marcos, TX 78666

Activity Center Lights and Service  
Base TIPS #211001  
ELECTRICAL PROPOSAL

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

I SCOPE OF WORK: Lights

A) Our proposal includes:

- 1 All existing light controls to remain
- 2 Replace existing non-LED light fixtures with new LED fixtures
  - a. (84) 2x4
  - b. (1) 2x4 w/EM
  - c. (65) 2x2
  - e. (69) 8" recess
  - f. (18) 8" recess w/EM
  - g. (45) Hi Bays
  - h. (1) 2x2 Hi lumens
  - i. (17) 1x4
  - j. (4) 1x4 w/EM
  - k. (6) 4' strips
  - l. (1) 4' vapor tite
  - m. (15) 2x4 A/R
  - n. (12) 4' track w/20 heads
  - o. (3) track coupling
  - p. (9) live ends
  - q. (17) small round pendant
  - r. (8) large round pendant lights
- 3 Except all fixture in the following areas, columns sconces front of lobby. Both men's and women's dressing rooms. All offices in swimming pool and swimming pool area, all exit signs and emergency lights
- 4 All work to be performed during regular business hours
- 5 Provide labor to place removed fixtures in owner provided trailer

## II SCOPE OF WORK: Service

### A) Our proposal includes:

- 1 Remove 400amp switch from service,run new wire to 800amp switch
- 2 Add grounding bushing and new ground rod to 800amp service
- 3 Provide and install surge protection device to 800amp service
- 4 Run a ground from panel MDP to outside service
- 5 RTU-7 re-pull existing wire add j-box and reconnect to switch
- 6 Inspect all wiring connection and grounding to the following transformer  
TA, TK, TS, and TB
- 7 Inspect all wiring connection and grounding to the following panels  
DPA, L1A, P1A, P1AA, P1B, L1B
- 8 Any repairs found during inspections will be quoted seperatly.
- 9 Coordinate with local utility provider to de-energized service
- 10 Provide electrical stamped drawings for the one-line diagram

### 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.
- 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.

### III 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 Energy management system, raceway, wiring, equipment, devices, terminations and connections
- 8 Painting and/or priming of any kind
- 9 Temporary power and lighting

III. PRICING SUMMARY:

A) Base Bid.....	\$134,457.05
B) Sales tax.....	\$0.00
C) Proposal total.....	\$134,457.05

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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