



JESS HOWARD ELECTRIC COMPANY

6630 TAYLOR RD. * BLACKLICK OHIO 43004

STATE OF OHIO LICENSE #: 18390

PHONE: (614) 861-1300 * FAX (614) 861-1830

Sent Via Email: joepeterson@gahanna.gov

May 1, 2023

City of Gahanna
Attn: Joe Peterson
200 S. Hamilton Rd.
Gahanna, Ohio

RE: Gahanna Library Intersection

Dear Joe,

We propose to furnish all material, labor and equipment to perform the following items of work in accordance to the latest edition of the National Electric Code.

I have two prices for you for this location. First one is for changing out the cabinet and the controller with components that go in the cabinet for video detection. **\$41,955.00**

The second one is all the above plus the UPS and riser. **\$63,543.00** Thank you.

Sincerely,

Bob Large
Estimator / Project Manager

*Cost
Fiber optic?
Switch

Extra work

Cost
Temp cabinet*

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QUOTE/CONTRACT/STANDARD TERMS AND CONDITIONS

Date: 05/01/23

Name of Project: Replace Cabinet & Controller + Add UPS with Riser

Address of Project: Intersection of 310 Granville St, Gahanna, OH 43230

Description of Project/Work: Replace cabinet and controller with video detection equipment for cabinet. And UPS WITH RISER.

Quote/Contract Amount: \$ 63,543.00 Net 30 days (from date of invoice). If invoice not paid within the established terms, then a finance charge of 2% per month (annual percentage rate of 24%) will be added to the invoice. Deposit on special orders will be required. The above quoted price is valid when paid by cash or check. Credit card payments will have a 3% additional fee for credit card processing.

The down payment for this project shall be \$ _____

Is project: TAXABLE _____ TAX EXEMPT: _____
(If tax exempt, send tax exempt certificate, or direct pay permit, with signed quote/contract).

Please note: The Standard Terms and Conditions (attached and fully incorporated herein) are applied when entering into a working relationship with Jess Howard Electric Company ("Jess Howard").

Complete and Return – Materials and work will not commence until the form below has been signed and returned to Jess Howard.

I confirm my acceptance of the quote/contract amount above.

I understand that the quote/contract is subject to the standard terms and conditions as outlined below. I confirm that full payment will be made to Jess Howard upon completion of the work. I also confirm that I have been given the statutory right to cancel this contract within three days of the date above, provided I do so in writing.

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

Billing Address: _____

Telephone: _____ Email: _____

Accepted: Robert Jarge Date: 05/01/23
Authorized Representative for Jess Howard

AUTHORIZATION TO PROCEED WITH PROPOSED WORK - I, the undersigned, am owner/ authorized representative/tenant of the premises at which the work described is to be done. I hereby authorize you to perform said work and to use such labor and material as you deem advisable. I agree to pay reasonable attorney's fees and court costs in the event of legal action for collection or reasonable bank costs if my check fails to clear. A monthly service charge of 1 1/2% will be added after ten days. All parts will be removed from premises and discarded unless otherwise specified herein. I have read, agree to and have received a copy of this contract including the attached Standard Terms and Conditions. I authorize you to proceed with the work described above.

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STANDARD TERMS AND CONDITIONS

These Terms and Conditions will apply to all Products and/or Services provided by **Jess Howard** to the Customer and will apply notwithstanding any other terms proposed by the Customer.

1. *Definition and Duration*

These conditions form part of a quotation submitted by **Jess Howard** to the Client named in the quotation. **Jess Howard** will carry out "the Contract" described in this quotation for "the contract sum", which may be varied pursuant to these conditions. This quotation may only be accepted by written notice to the contractor within thirty (30) days from the date of the quotation and, if not so accepted, **Jess Howard** reserves the right to revise it.

2. *The Contract*

2.1 Upon acceptance of this quotation, a binding contract shall be created between **Jess Howard** and the client solely on these terms contained herein, including the terms contained in **Jess Howard's** quotation.

2.2 The client has represented ability and capacity to pay for the work to be completed and must provide a suitable guarantee for payment if requested by the contractor.

2.3 No change in the terms of the contract shall be effective unless agreed in writing by **Jess Howard** and the Client. Any modifications/additions to the contract shall be in writing and signed by the Client and authorized representative of **Jess Howard**. Terms of payment for any modification/additions shall be as per Paragraph 3.1, below. The waiver by **Jess Howard** of a term or a breach of any of these terms shall not be deemed to be a waiver of any other term or any subsequent breach of that or any other term.

2.4 All electrical installation work will comply with BS7671: 2008 Amd 1 and **National Electrical Code (NEC)**, or **NFPA 70**, and any amendments in force at the time of the work. All electrical installation work will comply with applicable Building Regulations in force at the time of the work.

2.5 Where work is to extend or modify existing circuits, costs quoted assume that the existing installation is in adequate condition and complies with minimum current regulations. Any works found required to bring the necessary parts of the existing installation up to standard will be at additional cost.

2.6 Unless stated otherwise, all cables will be concealed by chasing into the building fabric or concealed in building voids, under floors, etc. Where impracticable, cabling will be neatly surface run, either mounting direct or housed in trunking/conduit per the National Electric Code or standards per jurisdiction where work is being performed.

2.7 Where carpet or flooring coverings may require lifting to allow concealed installation work, no charge is made for this service, with best endeavours being made to avoid damaging them and to refit them to an acceptable standard. However, consideration of employing a specialist fitter may be prudent, at your cost to effect a fully satisfactory reinstallment.

2.8 All endeavours will be made to undertake installation work to a clean standard, using dustsheets and vacuum cleaning equipment as necessary.

2.9 While undertaking the installation work at the property, the client is required to provide water and power free of charge, where applicable.

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3. Terms of Payment

3.1 Progress payment - **Jess Howard** shall submit monthly progress claims on a day nominated by **Jess Howard** in respect of both those identifiable parts of the work to be completed by **Jess Howard** and any identifiable unfixed materials and/or goods intended for the work and stored by **Jess Howard** and the client shall provide a payment schedule within 10 working days after submission and shall pay the amount of any progress claim within 30 days of its date unless otherwise agreed.

3.2 Lump sum payment – Unless otherwise stated in this Contract, the client, shall upon completion of the contracted work and services, pay the total contracted sum in full within seven 7 days of receipt of invoice, less any deposit paid.

4. Work Schedule

4.1 At the time of acceptance of this quotation, the client shall submit to **Jess Howard** the proposed work schedule for the execution of the work to be completed. If the contractor agrees to the work schedule, it shall form part of the contract and shall not be varied except in accordance with these terms. If a work schedule is not submitted or agreed upon, **Jess Howard** shall complete the work within a time which is reasonable in all circumstances.

4.2 Within fourteen (14) days after acceptance of this quotation (or as otherwise agreed), the client shall give **Jess Howard** possession of the site to enable the work to commence. Thereafter the client shall give **Jess Howard** possession of further parts of the site as and when required by **Jess Howard** to enable **Jess Howard** to execute the work to be completed in accordance with the contract.

4.3 If execution of the work by **Jess Howard** is delayed or interrupted because the client fails to adhere to the agreed work schedule:

(a) the client shall not be entitled to defer payment of progress claims for goods manufactured or procured, or work done, by the contractor in conformity with the agreed work schedule;

(b) **Jess Howard** shall be entitled to add to the contract sum a storage charge equivalent to 1.5% per month of the value of goods procured or manufactured in conformity with the agreed work schedule;

(c) **Jess Howard** shall be entitled to add to the contract sum the amount of any additional costs in materials, labor and overheads incurred by reason of such delay or interruption, and a reasonable allowance for profit margins; and (d) **Jess Howard** shall be entitled to a reasonable extension of time to complete the works.

5. Cost Adjustment

If the work is completed within 6 months after acceptance of this quotation, then no cost adjustment shall apply. But if the work is not completed within that period, then each claim for payment submitted thereafter shall be subject to adjustment for rise and fall in the costs of labor and materials, calculated on the proven costs of labor and material increases or decreases.

6. Extension of Time

6.1 If **Jess Howard** is delayed in the execution of the work due to any cause beyond its control (including, but not limited to, acts of God, strikes, lockouts or other industrial disturbances, fire, flood, explosion and laws, rules, regulations or orders of any Government authority or delays caused by any other person, company or authority), **Jess Howard** shall be entitled to a reasonable extension of time to complete the work while such cause exists and the provisions of Clause 5, above, shall apply.

6.2 If any such cause continues for six months or more, either party may by notice in writing to the other terminate the contract. The termination of the contract shall not affect the rights and obligations of either party which accrued prior to such termination.

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7. Materials, Details and Dimensions

7.1 The client before accepting this quotation acknowledges that adequate care has been taken to ensure that the materials and articles specified are of the correct type, size, rating, standard, quality, color, finish and express the full requirements and conform to the specification and drawings against which the quotation was submitted.

7.2 The client warrants, in respect of plant equipment and fittings supplied and to which **Jess Howard** is required to connect its work, will conform with relevant National Standards and to local statutory requirements.

7.3 The client shall provide **Jess Howard** with all necessary dimensions and locations in adequate time to enable **Jess Howard** to carry out and complete the work in accordance with the contract.

7.4 When reasonably requested to do so, **Jess Howard** will provide workshop drawings showing designs and details proposed for the work and the client shall accept in writing such designs and details, suitably amended if need be, before **Jess Howard** commences the work. Such acceptance shall form part of the contract.

8. Excavations

This contract is based on any excavation required in performance of the work being in soil or clay and free of rock. The client acknowledges that should it be necessary for **Jess Howard** to excavate in other material, including but not limited to rock and shale, then the client will pay to **Jess Howard** a reasonable extra price based on the additional labor and time needed to excavate the unforeseen rock or other debris not included in the estimated cost for excavation(s).

9. Existing Underground Services

9.1 This contract is based on **Jess Howard** being permitted to excavate by machine for the installation of such underground electrical services as are included in the work to be performed. If the client requires **Jess Howard** to excavate by hand, then **Jess Howard** shall be paid for this work at a reasonable extra cost based on the additional labor and time needed to excavate by hand, which was not included in the estimated cost for excavation(s).

9.2 If within a reasonable time **BEFORE** the work is commenced on the site, the client informs **Jess Howard, in writing**, of the presence and precise location of underground services on the site, **Jess Howard** shall, at no cost to the client, make good any damage which it may cause, to such known and previously disclosed utilities provided by the client in writing to **Jess Howard**.

9.3 If the client does not inform **Jess Howard** (as required by Clause 9.2), the client shall indemnify **Jess Howard** against any loss, damage or expense, of whatsoever nature incurred in making good any loss or damage that **Jess Howard** may cause to the underground services as described in clause 9.2, above.

10. Asbestos and Other Toxic Substances

This contract is conditional upon the site of the work being free from asbestos and other toxic substances and should asbestos or other toxic substances be discovered then the client shall accept full responsibility for the resolution of any problems arising and shall add to the contract sum an amount equal to any costs necessarily incurred by **Jess Howard** as a consequence of such problems.

11. Safety

The client shall ensure that while **Jess Howard** is required to work on the contracted site that said site is maintained as a place of work which complies with all national, public, state and federal Health and Safety laws, including, but not limited to, OSHA. Should the client fail to ensure this provision, and thereby cause **Jess Howard** to incur additional costs, then such costs shall be added to the contract sum.

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12. Finished Surfaces

Unless agreed otherwise, the client shall make good all finished surfaces, including but not limited to ceiling tiles and panels, face brickwork and rendered masonry surfaces, which **Jess Howard** may reasonably have to break into or disturb in performance of the work, unless otherwise included in the contract.

13. Variations/Change Orders

13.1 If the client requests any variation in the work during the contract, including but not limited to any variation in materials or dimensions, or variations arising from inaccuracies in documents supplied to **Jess Howard** for quotation purposes **Jess Howard** shall, in accepting the variation, be entitled to increase or decrease the contract sum to take account of the costs of such variation, as the case requires (including an allowance for materials already manufactured or procured, or work already done, but not required) and shall be entitled to a reasonable extension of time to complete the work, as varied.

13.2 If the cost to **Jess Howard** of carrying out, or having carried out, the work increases or decreases because of changes in statutory, government or government charges, taxes, rates, levies or imposts with respect to **Jess Howard** or the work, the contract sum shall be increased or decreased to the extent of such changed costs.

13.3 Where extra cost in materials, labor and overhead is occasioned to **Jess Howard** by virtue of acceleration of the agreed work schedule or of the presence of obstructions or conditions which could not reasonably have been anticipated by **Jess Howard**, it shall be added to the contract sum.

13.4 The client agrees that it will respond to **Jess Howard's** claims for variations reasonably and promptly and that should it either fail to accept any claim for a variation from **Jess Howard** within ten (10) working days of receiving it or fail within the same period to give to **Jess Howard** in writing a reasonable explanation for not accepting such claim, then the amount of such claim shall be added to the contract sum.

14. Working Hours

The contract is based on **Jess Howard** performing the work at ordinary time rates of pay for labor and on forty (40) hour working weeks. Should the client require **Jess Howard** to work in excess of ordinary time rates of pay, then the cost of such changes, shall be added to the contract sum unless previously negotiated within the total sum of the work to be performed in contract above.

15. Care of Materials

If **Jess Howard** notifies the client that it intends to store on the site materials and articles to be used in the work or constructional plant, equipment or tools to be used in performance of the work, the client shall designate an area for storage and shall take all reasonable precautions to protect any such materials, articles, constructional plant, equipment or tools stored on site from destruction, damage or theft. If they are destroyed, damaged or stolen, the cost of replacement shall be added to the contract sum.

16. On-Site Service

16.1 Those on-site services listed in the attached schedule which are reasonably required by **Jess Howard** for execution of the work and annotated accordingly shall be provided by the client at no expense to **Jess Howard**.

16.2 On-site services provided by the client shall comply with all statutes, regulations and by-laws.

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17. Claims against the Contractor

17.1 Any claim which the client may have against **Jess Howard** shall be deemed to be waived if not made in writing within ten (10) working days from the date of the event giving rise to such claim.

17.2 **Jess Howard** shall not be liable for any damage to materials or the work caused by the client or third parties.

17.3 **Jess Howard** will not accept the return of, or give credit for, any goods supplied in accordance with the contract.

17.4 **Jess Howard** shall not be liable for any delay caused in consequence of proceedings being taken or threatened by, or disputes with, adjoining or neighboring landowners and the provisions of Clauses 5 and 6 shall apply.

18. Warranties

18.1 **Jess Howard** warrants that all materials and workmanship comprising the work, shall conform with the National Electric Code or standards per jurisdiction and the requirements of any authority regulating the supply and use of electricity or electrical installations in force on the date of the performance of the work.

18.2 **Jess Howard** will rectify any defects in materials or workmanship of **Jess Howard** appearing in any section of the work within 12 months of the date of completion of that section.

18.3 Any defects appearing in the work, caused by the use by the client or any third party of faulty materials or workmanship, or attributable to the activities of other trades, structural loads, vandalism or maltreatment, are excluded from the provisions of Clause 18.2

18.4 Such warranties are conditional on regular maintenance being carried out in accordance with the manufacturers' specifications.

19. Default

Jess Howard may suspend the work, or terminate the contract and repossess any unfixed portions of the work, not yet paid for by the client. If the client either fails to perform or observe any term of the contract (including the terms of payment), or enters into an agreement or arrangement with its creditors or, being an individual, commits an act of bankruptcy or is bankrupt, or, being a company, resolves or is ordered to be wound up or has a liquidator, receiver, receiver and manager or official manager or administrator appointed for all or any part of its assets. Such suspension or termination shall not affect any rights of **Jess Howard** accrued against the client. **Jess Howard** shall be entitled to be reimbursed for any loss or damage sustained as a result of the default of the client, including any loss sustained through the suspension and subsequent resumption of the work.

20. Cancellation

If the client requests cancellation of the contract, he/she shall pay for work done pursuant to the contract to the date of such request and shall pay **Jess Howard** compensation for all losses under the contract (including the monies due and owing under the contract, consequential losses, lost profits, attorney fees and expenses, and the loss of prospective profits) suffered by it as a result of such cancellation.

21. Confidentiality

The client shall keep secret and confidential and shall not disclose to any third party without the prior written consent of **Jess Howard** any information, data, specification, drawings, reports, accounts or other documents and things supplied or made available by **Jess Howard** to the client or brought into existence by **Jess Howard** for the purpose of performance of the work set out herein and the client shall take or cause to be taken such reasonable precautions as may be necessary to maintain secrecy and confidentiality and prevent disclosure, including obtaining confidentiality agreements from its employees, agents and subcontractors.

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22. Assignment and Subletting

The client shall not assign the contract in whole or in part without the prior written approval of **Jess Howard**. The client acknowledges that **Jess Howard** shall be entitled to subcontract the contract wholly or in part.

23. Implied Terms

No warranty, condition or representation, other than those contained in these terms and conditions shall be included in this contract by implication, statute or otherwise.

24. Other Provisions

The provisions of this Agreement shall be binding upon **Jess Howard** and the Client and their successors, heirs or assigns.

This agreement is an Ohio contract and shall be governed and enforced under the laws of the State of Ohio.

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