



P.O. Box 639
 Benicia, CA 94510
 Phone - (877)636-0430
 www.chargeEPC.com

PROPOSAL & CONTRACT

Name (Contact): Bert Balba, Director of Transportation Date: 2/11/21
 Business Name: Mt Diablo Unified School District
 Address: 1490 Gasoline Alley, Concord 94520
 Job Address: 1490 Gasoline Alley, Concord 94520
 Email: balbab@mdusd.org Bus. Phone: (925) 825-7440

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements and appliances to do, perform and complete in a good professional manner the following:

Veteran Power, Inc. to Supply:

BTM Civil & Electric Install: \$254,670.32
Material Procurement: \$121,660.88

TOTAL: \$ 376,331.20

Veteran Power, Inc. to provide:

- **Civil installation – Conduit, switchgear pad & charger foundations**
- **Electric installation – Wire pull, terminations at switchgear and charger activation**
- **Permanent asphalt restoration**
- **All construction materials, switchgear equipment & pad, and chargers.**

Customer to supply:

- **Secure area to stage equipment & material**

Exclusions:

- **Permits and fees**
- **Handling or disposal of any hazardous materials**
- **Bid based on 10 hour workday, four days per week**



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Notes:

1. Unknown Conditions: Veteran Power, Inc. ("VPI") will not be held responsible for any damage caused to tree roots, plant life, or damage caused due to unknown conditions or unknown utilities. If the customer is assuming responsibility for utility locating (potholing), VPI will assume no liability should a utility be struck during the installation process. If a utility is struck, the Customer will be responsible for all ensuing damage and indemnifies VPI against any resulting losses or damages.
2. Rock Clause: VPI will make every reasonable effort to determine the soil conditions prior to setting a price for the job. However, in the event that conditions are discovered that will substantially increase the cost of the job, including but not limited to buried debris, ledge, clay, hazardous waste, garbage, rubble, and any rock formations VPI reserves the right to increase the price of the job accordingly.
3. Attorney's Fees: If either party becomes involved in arbitration or litigation arising from this agreement or the performance of it, the court or tribunal in such arbitration or litigation or in a separate suit shall be awarded reasonable costs and expenses of arbitration and litigation, including expert witness fees and attorneys' fees, to the prevailing party or parties.
4. If this project cannot be completed due to anything outside of the performance of VPI a time & materials cost will be charged.
5. Work will not be scheduled until either this proposal has been signed and returned by the Customer or a Purchase Order/Contract with the above referenced assumptions included has been received, reviewed, and approved. It is agreed that the acceptance of this proposal makes it a part of any further resulting contract.
6. Invoices not paid as agreed may be charged interest at a rate of 1.5% per month until paid.
7. Notwithstanding anything to the contrary herein in no event shall each party's liability to the other party, including their affiliates, and their stockholders, directors, officers, employees, members, insurers, subcontractors, vendors and agents, arising out of or in connection with each party's performance of the Agreement whether in contract or in tort (including negligence and strict liability) exceed the Contract Amount.

All aforementioned work to be completed for the sum of \$ See Page 1

Terms of payment shall be as follows: **UPON COMPLETION** **OTHER ARRANGEMENTS** **PROGRESS** _____ **INITIALS**

Respectfully Submitted, ***Net 30 Days**
Veteran Power, Inc.

By: _____

Cell: _____ a

This proposal may be voided if not accepted within 30 days.

CUSTOMER'S ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which I We (check one) agree to pay the amount mentioned in said proposal and in accordance with the terms thereof.

ACCEPTED & AUTHORIZED BY

Date _____, 20____

RETURNED SIGNED ORIGINAL TO Veteran Power, Inc.

Signed _____

Signed _____