Resolution #2020-03
Authorize Electrical Work at the Bombay Warehouse

WHEREAS, the County of Franklin Industrial Development Agency is in need of a qualified electrical contractor to install a new electrical service at the Bombay Warehouse; and

WHEREAS, CFIDA has received a quote from Dow Electric Incorporated to complete the work for $4,163

NOW, THEREFORE, BE IT RESOLVED, the CFIDA Board of Directors authorizes the CEO to execute a contract with Dow Electric Incorporated to complete the necessary work.

Dave Yando, Secretary

1/15/20

Duly Adopted by the IDA Board January 15, 2020
SCOPE AND QUOTATION

SCHEDULE
- We have based our price on working a 40 hour work week, Monday through Friday 8 hours per day.

GENERAL SCOPE ITEMS
- Project management and coordination services.
- Clean-up of the construction area during construction period.
- New York sales tax on material is not included.

Scope of work:
- Install new service to existing 200 amp panel in warehouse building. Work includes service on existing pole, grounding, electrical inspection, demolition of existing feed from first building near road to be sold.

CODES
- The complete electrical system installation will be installed in accordance with applicable provisions of the National Electrical Code (NEC) - Latest Edition, the New York State Building Code - and local codes.

PRICING: $4163.00

This quotation is good for a period of thirty (30) days.
Dow Electric, Inc. appreciates the opportunity to quote this project and look forward to working with you.
Anthony Dow
Project Manager / Estimator

Dow Electric Incorporated
DOWELECTRIC
INCORPORATED

COOPER ELECTRICAL CONSTRUCTION COMPANY

Warranty

PRODUCTS Dow Electric, Inc. expressly warrants products manufactured by Dow Electric, Inc. to be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of initial operation or eighteen (18) months from the date of shipment, whichever occurs first. Dow Electric, Inc. will repair or replace at its option, F.O.B. point of manufacture, any such product which Dow Electric, Inc. determines to be defective during the warranty period.

SOFTWARE Dow Electric, Inc. expressly warrants that application software written by Dow Electric, Inc. will perform functionally and be free of defects for one (1) year from the date of delivery, provided that such software has not been abused, misused, or modified and incorporates all program enhancements and corrections supplied by Dow Electric, Inc.. Dow Electric, Inc. will correct or replace, at its option, any such software that Dow Electric, Inc. determines to be defective during the warranty period. Dow Electric, Inc. will not be responsible for erroneous or incomplete data files, for malfunctions in hardware, operating systems or third party software, or for problems caused by modifications to originally installed operating systems or configurations.

INSTALLATION Dow Electric, Inc. expressly warrants that, for a period of one (1) year from the date of substantial completion or eighteen (18) months from the work commencement date, whichever occurs first, Dow Electric, Inc.'s work will be free from defects not inherent in the quality required or permitted and will conform to any plans and specifications on which Dow Electric Inc.'s job quotation is based. Dow Electric, Inc. will repair work that Dow Electric, Inc. determines to be defective during the warranty period.

SYSTEM PERFORMANCE In jobs where Dow Electric, Inc. has exclusive control over design, furnishing of materials and products, installation, and commissioning, Dow Electric, Inc. expressly warrants that its systems will perform to Dow Electric, Inc.'s established standards, for a period of one (1) year from date of substantial completion or eighteen (18) months from the work commencement date, whichever occurs first. Dow Electric, Inc. will make all corrections to the performance of the system that becomes necessary during the warranty period. This warranty will apply only if all items that affect system performance are as represented to Dow Electric, Inc. at the time of design and the customer follows all recommendations made by Dow Electric, Inc.. No warranty, express or implied, shall exist for the performance of any variables or limits not specifically stated in the proposal document. This warranty does not include testing or analysis of the system(s). Dow Electric, Inc. shall not be liable for any design, materials, products, or services not included in Dow Electric, Inc.'s proposal document.

REPAIR AND MAINTENANCE SERVICE EXCEPT as provided above, Dow Electric, Inc. makes no warranty whatever expresses or implied, relating to its performance of repair, maintenance services or the condition or operation of any equipment or machinery repaired or maintained by it.

ASSIGNMENT OF OTHER WARRANTIES TO the extent assignable, Dow Electric, Inc. assigns to the customer any and all warranties made by the manufacturer of a product that is furnished but not manufactured by Dow Electric, Inc.. Dow Electric, Inc. makes no warranty whatever, expresses, or implied, relating to any product which is not manufactured or developed by Dow Electric, Inc.

LIMITATION OF WARRANTY THIS warranty does not cover damage or defects caused by abuse, modifications not executed by Dow Electric, Inc., improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. Dow Electric, Inc. will not be responsible for damage from water, chemicals, steam, freezing, voltage variations, electrical service interruptions, abuse, unsuitable soil conditions, environmentally unsafe conditions, errors in the customer's drawings, plans, or specifications, or other causes not within the control of Dow Electric, Inc.. Dow Electric, Inc. makes no warranty whatever expresses or implied, relating to asbestos, PCB, or any other hazardous or toxic substances or environmentally unsafe materials.

LIMITATION OF REMEDIES THE remedies described above shall be the SOLE AND EXCLUSIVE remedies under this warranty. Dow Electric, Inc. shall not be liable for any special, indirect, incidental, or consequential damages arising out of any defects, including without limitation transportation or labor charges to locate, remove, or reinstall defective components, lost profits or sales, or injury to person or property. Dow Electric, Inc.'s total liability for breach of this warranty shall not exceed the contract price.
NO OTHER WARRANTIES THIS warranty shall extend only to the original customer and cannot be assigned. Dow Electric, Inc. makes no other warranties whatever, express or implied, written or verbal, including without limitation the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If any government entity imposes an implied warranty on Dow Electric, Inc., it shall have the same time duration as the respective express warranty listed above. This warranty shall be construed and enforced in accordance with New York law, and New York shall have sole and exclusive jurisdiction over any dispute regarding this warranty.