

0. PELLECCIA ELECTRIC INC.

(STATE CERTIFIED #EC0001407)

P.O. Box 24-4203 BOYNTON BEACH, FL. 33424

Telephone: [REDACTED]

Fax: [REDACTED]

May 21, 2009

VIA e-mail: [REDACTED]

VIA e-mail: [REDACTED]

Epstein Residence
358 El Brillo Way
Palm Beach, FL 33480

Attn: Brice Gordon

RE: Residence - Generator – *Revised II*
Our Bid #09-022

Dear Brice,

We are pleased to quote you \$ 74,985.00 (seventy four thousand nine hundred eighty five dollars and zero cents) for the electrical work on the above referenced project in accordance with the following documents:

0. 1. NATIONAL AND LOCAL CODES:

Electrical installation shall meet the National Electrical Code and local building codes. Errors in design by the architect and/or engineer are not the responsibility of *D. Pelleccchia Electric, Inc.* Any additional outlets, wiring, fixtures, equipment, etc. not indicated on plans and specifications that are required by others(i.e., Inspectors) shall not be part of this proposal.

0. 2. Proposed price shall remain in affect for a period of 2 months from the date of acceptance.

Any work required under this proposal after this date is not covered within the scope of this proposal.

Please note the following:

1. Furnish & Install (1) Kohler 60KW, 120/240, 3 phase, 4-wire Natural Gas driven generator, radiator cooled, complete with all standard equipment and to include the following:

- (1) 400A, 120/240V, 3-phase, 4-wire Automatic Transfer Switch, in an Indoor Rated Enclosure.
- Sound attenuated weather protective enclosure - Aluminum
- 400A/3 pole main line circuit breakers

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2. Provide the following:
 - Delivery
 - Offloading
 - Equipment for lifting, offloading and placement of the generator on slab.
 - (1) Year Factory warranty
 - Start up and test of the generator.
0. 3. Provide & Install all required power feeders, grounding etc to install the generator.
0. 4. If any unforeseen underground conditions are encountered which impact our electrical work, they are to be resolved BY OTHERS and ADDITIONAL COSTS may be incurred.
0. 5. This proposal does not include cutting or patching of any concrete or asphalt.
Allowance – Included \$ 2,000.00 Contingency
6. General Conditions: Includes all insurances, supervision and clean-up.
7. Permitting fee and drawings INCLUDED.
All necessary documentation, site survey, site plan, etc. for permitting purposes to be provided by others.
8. Concrete Slab – Three Side Wing Wall - Included.
9. All gas work to be done by others – gas piping and new meter to be furnished and install by others at owners expense. Gas line cost is approximately \$ 2,000.00. This does not included
the new meter. Meter to be located at rear of property.
10. Any work mandated by the inspecting authority not addressed above is not included and will be an additional cost.
11. No landscape repair, rework, construction etc. (including tree or shrub removal) included.
12. Deposit Required – See Payment Schedule.

CONDITIONS OF PROPOSAL

PERFORMANCE:

This proposal is based on a normal work schedule of Monday thru Friday, 7:30 AM to 4:00 PM.
D. Pellecchia Electric, Inc. shall not be responsible for any overtime to complete project and any overtime required shall be considered an extra and authorization shall be required according to *CHANGES AND EXTRAS* referred to below. Reasonable time shall be given to *D. Pellecchia Electric, Inc.* to complete each phase of the electrical job.

MATERIALS AND EQUIPMENT:

The above breakdowns are trimmed out electrical openings only and do not include any appliances or equipment.
All Fixtures must be on site at trim time. Any Fixtures installed after Final inspection will incur an additional trip charge for installation.

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This price is for the labor and material needed for this installation only.

All material and equipment shall be warranted by the manufacturer and installed in a manner consistent with standard practices at this time.

Please note these plans are not an approved set of drawings and this price is subject to plan approval by the building department.

If early power release is necessary, **ADDITIONAL CHARGES WILL BE REQUIRED.**

If "as built" drawings are required, general contractor must supply a clean set of drawings for the as built. Any fees or revisions due to changes in approved drawings are the sole responsibility of the general contractor and or owner.

EXCLUSIONS:

- (1) This proposal does not include concrete, forming, painting, cutting or patching of any floors, walls, ceilings, etc., trenching, core drilling, venting and sealing of roof penetrations.
0. (2) All waste created by the Electrical Contractor will be removed to a specific area on the construction site.
- (3) Permit fees are included.
0. (4) ANY FPL WORK OR FEES NOT INCLUDED.
- (5) Draftstopping or Firestopping of electrical work ONLY is included.
- (6) Any chases, if necessary, are to be provided by others.
0. (7) If any unforeseen underground conditions are encountered which impact our electrical work, they are to be resolved BY OTHERS and ADDITIONAL COSTS may be incurred.
0. (8) We will not be responsible for any damage of, repair to, or replacement of any landscaping materials (sod, trees, shrubs, etc.).
0. (9) ***The hanging of Chandelier type fixtures are NOT INCLUDED – Installation will be on a Time and Material Basis and there will be an ADDITIONAL CHARGE for assembly/hanging.***

CHANGE ORDERS:

Any deviation, alteration or changes from this proposal will be executed only on receipt of written work order. Said changes shall in no way affect or make void the proposal. Charges for changes or modification to this proposal will be based on a labor rate of sixty-five(\$65.00) dollars per man-hour. This labor rate includes labor, labor benefits, supervision, overhead, warranty, and other costs. Material shall be charged at contractor's list price(trade price).

FIXTURES AND EQUIPMENT SUPPLIED BY OTHERS:

Price includes the installation of fixtures furnished by others, if fixtures are on the job at time of electrical trim out. Fluorescent fixtures supplied by others shall be assembled, pre-whipped and pre-lamped with in-line fuses(if required).

Any owner supplied equipment, appliances or any equipment supplied by others is to be installed and assembled by others.

Electrical Contractor shall not be responsible for fixtures and equipment supplied by others and losses due to theft, damage, vandalism, etc. are not the responsibility of *D. Pellecchia Electric, Inc.*

Fixtures and equipment supplied by others must be stored by others.

The hanging of Chandelier type fixtures are NOT INCLUDED – Installation will be on a Time and Material Basis and there will be an ADDITIONAL CHARGE for assembly/hanging.

PRICE DOES NOT COVER:

- (1) The warranty of fixtures and equipment supplied by others.
- (2) The assembly of fixtures and/or equipment supplied by others.
- (3) Fixtures weighing more than fifty (50) pounds.
- (4) Equipment supplied by others(except fixtures according to conditions above) shall be installed by others.

WARRANTY:

Warranties shall apply exclusively to the electrical installation of the material, fixtures, equipment, and other items supplied by the electrical contractor.

Warranty does not apply to: (1) Material, fixtures, equipment and other items Supplied By Others; (2) Extensions or additions to the original installation if made by others; (3) Replacement of light bulbs; (4) Power Surges, Lightning Strikes, Natural Disasters and/or any Acts of Nature.

Warranty shall commence from the final electrical inspection date for a maximum period of one (1) year. Warranty or service will not be performed if any payments according to this proposal become past due including change orders.

Limited Warranty and Liability Disclaimer: All goods and services sold by *D. Pellecchia Electric, Inc.* are warranted for one year to be free from defects. The foregoing express warranty is in lieu of and excludes all other written or oral warranties or contractual, agreements not expressly set forth herein, whether express or implied by law or otherwise, and *D. Pellecchia Electric, Inc.* expressly disclaims liability for, and purchaser expressly assumes the risk of and releases and discharges

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D. Pellecchia Electric, Inc. from any and all claims, demands, causes of action or liability for breach of implied warranties of merchantability, habitability, fitness for a particular purpose, negligence, strict liability arising from or caused by any and all contractual breaches or tortious conduct by *D. Pellecchia Electric, Inc.* in connection with or as a result of all purchases and services by purchaser of goods, materials or services from *D. Pellecchia Electric, Inc.*

ELECTRICAL CONTRACTOR SHALL NOT BE LIABLE:

For failure to perform if prevented by strikes, or other labor disputes, accidents, acts of God, governmental or municipal regulation or interference, shortages of labor or materials, delays in transportation, non-availability of the same from manufacturer or supplier, or other causes beyond the electrical contractor's control. In no event shall the electrical contractor be liable for special or consequential damages whatsoever or however caused.

EXCLUSIVE REMEDY:

Purchaser further agrees that its exclusive remedy against *D. Pellecchia Electric, Inc.* in the event the goods, materials or services supplied by *D. Pellecchia Electric, Inc.* are alleged to be defective and/or are alleged to have caused Purchaser to suffer personal injury, loss of life, property damage, or economic losses as a result of a breach by *D. Pellecchia Electric, Inc.* of any and all of the foregoing express implied warranties, or as a result of any negligence, strict liability, or other tortious conduct or statutory violation by *D. Pellecchia Electric, Inc.*, shall be limited to, and shall not exceed, the purchase price of the goods, materials or services purchased from Pellecchia by Purchaser and Purchaser agrees that *D. Pellecchia Electric, Inc.* shall not be liable to Purchaser for any other damages, including, but not limited to, lost profits, lost wages, indirect, incidental, consequential, compensatory, special, delay, punitive or any other damages, including damages for pain and suffering, mental disease, medical or funeral expenses, any other similar damages, or any attorneys' fees or costs incurred by Purchaser in connection with pursuing any claim, demand or cause of action against *D. Pellecchia Electric, Inc.* for breach of any obligations under this Agreement, breach of the express or implied warranties delineated above, negligence, strict liability or other tortious conduct committed by *D. Pellecchia Electric, Inc.* connection with its sale to Purchaser's use of goods, materials or services sold by *D. Pellecchia Electric, Inc.*

DELAY PROVISION:

D. Pellecchia Electric, Inc. shall not be liable for any delay in delivery or non-delivery resulting from any cause beyond its control, including but not limited to, plant and delivery equipment breakdowns, industrial stoppages or shortages of raw materials. If *D. Pellecchia Electric, Inc.* is unable to complete delivery of any part of an order, the Purchaser shall accept such part of the order as *D. Pellecchia Electric, Inc.* is able to deliver and the Purchaser shall pay for the part delivered pro rata at the same rates as the whole of the order agreed to be sold and on the same terms of payment.

UNATTENDED DELIVERY SITE:

Where delivery of products is to be to an unattended site, *D. Pellecchia Electric, Inc.* will not be liable for any loss or damage to products, property or for unsigned delivery tickets.

INDEMNIFICATION BY PURCHASER:

Purchaser further agrees that in specific consideration for receiving the one year express warranty granted by *D. Pellecchia Electric, Inc.* hereinabove, Purchaser agrees to indemnify and hold harmless *D. Pellecchia Electric, Inc.* from and for any and all damages, including attorneys' fees and costs incurred by *D. Pellecchia Electric, Inc.* in connection with any claim, demand, liability or cause of action asserted by *D. Pellecchia Electric, Inc.* for personal injuries, loss of life, property damage, or economic losses by purchaser or its employees, agents, representatives or any other person or entity in connection with any statutory contractual or warranty breach, negligence, strict liability, or other tortious conduct by *D. Pellecchia Electric, Inc.*

OUR PAYMENT SCHEDULE IS AS FOLLOWS:

Deposit: \$32,400.00

On Delivery: \$ 32,100.00

Balance Upon Completion: \$ 10,485.00

Payment due upon receipt. We reserve the right to stop work after 30 days due to unpaid invoices. A service charge of 1-1/2% per month will be added to all past due balances.

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Electrical Contractor carries Workmen's Compensation and Professional Liability Insurance covering it work on this job. Owner/contractor agrees to notify his/her insurance company of the commencement of work. Risk of loss due to fire, windstorm, vandalism, or other casualty shall be upon the owner/contractor.

Price subject to change due to changes in Building Code and/or Material Price increases.

This quote will remain in effect for 15 days from the above date. Work must commence within 30 days from signing of contract.

We look forward to doing business with you.

Thank you.

Sincerely,

0. PELLECCCHIA ELECTRIC, INC.

D. Pellecchia

Douglas Pellecchia

Accepted: _____ Date: _____

Printed Name & Title: _____

If this Contract is executed by one spouse, it is understood and agreed that the spouse is executing this proposal on behalf of the other spouse as well as agent for the other spouse.

THIS CONTRACT IS NOT ASSIGNABLE