

621 SW 9th Street
Pompano Beach, FL 33060
Phone: (954)941-7777
Fax: (954)941-1003

Action Electric & Air Conditioning

5500 Military Trail
#22-266
Jupiter, FL 33458
Phone: (561)471-0099

EC13002240 & CAC1815615

Proposal # 162-2023 Carlton House 3rd Revision

Carlton House
2701 S. Ocean Blvd.
Highland Beach, FL 33487

November 1, 2023
1st revision contract: 3-2020
2nd Revision contract 199- 2021

Action Electric & Air Conditioning is pleased to present this proposal for the following scope of work. The following is a breakdown of the scope of work for Electrical ONLY:

- Remove old and install new meter banks, residence main breakers and enclosures (100a), meter bank mains (800a), gutters, and house panels in both meter rooms (north/south). Existing equipment/gear is original (Zinsco) and no longer has a UL label and has been deemed a fire hazard/risk. The new equipment/gear we will be installing is Square D QO, which is the best in the industry.
- 2-800a mains w/enclosures 8-100a meter/main stacks w/100a mains (4 meters/mains per totaling 32)
- 2-House panels and breakers (200-125a)
- Gutters, miscellaneous, and labor

However, Action Electric & Air Conditioning is not responsible for the following, unless specified above:

- *Mechanical not included in this contract
 - *All Fans/ lighting/ Sconces supplied by other besides hi-hats
 - *Cutting, Patching and Painting of Drywall, Concrete or Asphalt
 - * Premium Time Unless Paid By Others
 - *Upgrades of any sort unless specified above
 - *Repair of Pre-existing code violations for electrical and mechanical related.
 - * Any Changes by owner, city, inspectors, or county.
 - * All extras will be approved and have change order signed before work is complete by owner and contractor and will be paid prior to rough inspections
 - *An electrical permit/ A/c permit and associated engineering is not included in this * All installed materials will become owners responsibility once installed.
- NOTE: Action Electric & Air Conditioning is not responsible for loss of information, reprogramming of any equipment



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CONTRACTOR-DEFAULTS

- Contractor will be in default if, (1) any payment called for under this proposal and all authorized change orders becomes past due; (2) any written agreement made by the owner/contractor is not promptly performed; or (3) any conditions warranted by the contractor prove to be untrue; (4) failure of contractor to comply with any of the conditions of this proposal.
- Electrical contractors remedies in the event of contractor default, electrical contractor may do any or all of the following: (1) Suspend the work and remove its material/equipment from the premises; (2) remove any Electrical Contractor-supplied material/equipment, whether or not it has been installed and whether or not it has been placed in operation. In this regard, contractor agrees that electrical contractor may enter upon owner/contractor property for the purpose of repossessing such equipment without liability to owner/contractor for trespass or any other reason; (3) retain all moneys paid hereunto, regardless of the stage of completions of the work and bring any appropriate action in court to enforce its rights. The owner/contractor agrees to pay all costs and expenses, attorney's fees, court costs, collection fees (including fees incurred in connection with appeals) incurred by electrical contractor in enforcing its right under this proposal.

LEGAL PROVISIONS

- ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIE FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER" FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.
- CHAPTER 558, FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO HIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTIONS CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER, WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

Total for this proposal- \$37,500.00

Client Signature _____ Date _____

Action Electric & Air Conditioning. _____ Date _____