

GENERAL CONTRACT CONDITIONS

PERMITTING:

- Our quotes do not include permit costs *unless specifically stated*.
- The owner (by opting not to pay for the permit which is extra), holds Kilby Electric Co. harmless, and agrees to pay for all permitting fines.
- Base cost of contract does not include plans or revisions, processing of plans (All processing cost are extra and to be paid by owner minimum charge for processing is \$250.00) , engineering costs or UPS, freight, or quick shipping costs.

ITEMS NOT INCLUDED IN OUR PROPOSALS:

- No overtime. All jobs are quoted for Monday – Friday 7:00 am – 3:30 pm
- No painting or plaster patching (NO roofing temporary patches only)
- No correction of existing code violations or upgrades such as smoke detector & GFI or Arch Fault circuits.
- No permit fines, double fees or expired permit costs
- No FPL cost, if applicable, this cost is to be paid by the owner
- No temporary power for construction; if required, ADD TO BASE COST: \$950.00
- No gas meter bonding and no cold water cut-off bonding
- Travel trips that are not the fault of Kilby Electric, will be an extra \$80.00. request by owner or other for less than a days work is an extra travel trip
- All quotes are based on a visual inspection. All code violations hidden behind drywall, plaster or concrete, under floors or concrete slabs, or in attics, are *not* covered in this quote or inspection report, and are extra to repair or replace.
- Remodel work. All quotes assume existing rooms or existing appliances are wired to code and have the required dedicated circuits. Existing conditions such as but not limited to voltage drop problems are not covered in our quotes.
To provide dedicated circuits not specified on plans or specifications is extra.
- No fire alarm costs are included in any condo or commercial quotes unless specifically stated.
- Unless specified all bids are based on 22,000 AIC ratings at main disconnect
To provide higher AIC rated equipment is extra.
- Light fixtures that weigh more than 35lbs or have more than 25 crystals or more than one stem are extra to install unless specified.
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OWNER SUPPLIED PARTS:

- Owner supplied parts or lights must be delivered complete to the jobsite. All lights must be U L approved and meet all State of Florida energy code requirements. No customization of light fixtures (no drilling or rewiring). All parts including mounting brackets are to be supplied by owner). Failure to supply necessary mounting parts will cost at least \$45.00 ea light fixture; (cost of custom mounting hardware TBD). It is extra for Kilby Electric to either build or order any necessary parts. All light fixtures to be supplied with integral ballast or transformer. It is extra to install any owners' supplied light fixtures with remote ballasts or transformers. Miscellaneous parts from different manufacturers not U L approved for assembly in the field must be U L certified .The cost of the certification is to be paid for by owner. Light fixtures that will only accept one cable are extra to install.

(Proposal may be withdrawn if not accepted in 30 days)

Upon cancellation, there will be a 20% restocking fee on normal materials ordered, plus freight costs both ways. No refunds on special orders.

With payments to be as follows:

See deposit amount listed under base cost for required deposit, otherwise, progressive monthly draws will be made with 70% due upon completion of rough, 90% due upon completion of trim-out, and 100% due upon final inspection. Materials bought and stored on jobsite or other to be invoiced and billed with monthly progress payments. All payments are past due 10 days after receipt of invoice. All time and material jobs are to be paid on a daily basis, or as agreed upon. No refunds on special orders and freight costs. All extras are billed out at 100% upon approval and are to be paid within 30 days. All contracts are with owner(s) or contractor(s) as specified in contract, and all payments are to be made by owner or contractor to Kilby Electric Co. prior to owner or contractor receiving insurance refunds or warranty refunds from others; Kilby Electric cannot be held liable or wait for 3rd party payments to be made to owner / contractor by others before being paid.

Vandalism and / or storm damage:

Any item or device that has been installed becomes the property of the general contractor or owner, and it is the owner's or general contractor's responsibility to supply the proper insurance coverage to replace any item damaged by storm or vandalism.

Payment Delay:

If any reason, not the fault of the electrical contractor, the electrical contractor does not receive a progress payment from the owner or contractor within seven calendar days after the time the payment is due, then the electrical contractor, upon giving seven calendar days written notice to the owner or contract, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to the electrical contractor has been received.

Acceleration of Job:

Request(s) by contractor or owner, or others to add more manpower to work site to meet deadlines not previously agreed upon is extra.

Limited Liability for Owner-Supplied Equipment Installed by Kilby Electric:

Our insurance is limited to \$20,000.00 to replace any one piece of damaged equipment, computer, chandelier or appliance. To provide additional coverage is extra.

- ***Any alterations or deviation from above specifications will be extra.***