



8/18/23

IBEW LU 553
3300 US-70
Durham NC, 27703

ATTN: Rob Axford

RE: New Office Renovation

Dear Rob,

Proctor Electric Company respectfully submits the following proposal on the above referenced project for review and consideration.

A. Scope of Work

- a. Provide additional funding to complete the new meeting room.
- b. Provide and install receptacles and switches in new office as directed by customer.
- c. Provide and install new 2x2 lights as directed by customer.

B. Safety and Qualifications

- a. All site personnel shall have received the appropriate safety training required for the proposed scope of work.
- b. Any costs associated with any further safety orientation, testing, training certifications or special safety equipment/personnel are to be negotiated with the customer as it relates to potential reimbursement.

C. Proposal Basis:

- a. Based off job walked conducted with Rob Axford on 8/8/23.

D. Proposed Schedule

- a. Based on Proctor Electric working 10 hour shifts, Monday – Thursday. Holidays and additional hours will be billed as Overtime T&M rates.

E. Proposal Amount:

- a. Time and Material not to Exceed Price: **\$8,207.00**

Labor	\$ 6,207.00
Material	\$ 2,000.00
Equipment	
Total	\$ 8,207.00

F. Excluded:

- a. Dumpsters.
- b. Roof penetrations, pitch pockets and/or patching.
- c. Cutting and patching of roads, curbs, walls, and ceilings.
- d. Housekeeping pads
- e. Concrete
- f. Off-site hauling of any excess spoils, hazardous waste, or trash.
- g. Field painting of any electrical equipment, unless required for system identification.
- h. Demolition except to make safe.

G. Assumptions & Clarifications

Unless specifically indicated to the contrary within PEC's proposal, the following assumptions & clarifications apply. However, if requested by client, PEC is open to discussion of any of the below items and confident a mutual agreement fair to both parties can be easily achieved:

1. This proposal is contingent upon our ability to reach mutually agreeable terms and conditions.
2. PEC assumes reasonable access to all work areas during the project duration and continuous work and jobsite availability, and does not include any stoppages, reassignments, or re-mobilizations.
3. Proposal assumes that all equipment and materials furnished by owner will be delivered timely to support our schedule, to the point of erection or storage, and fully assembled and wired to a common junction box or interface point.

4. PEC's proposal is based upon the Owner providing a material management system including the necessary protocols to ensure timely and sequential delivery of all owners supplied materials and equipment as necessary to support PEC's construction schedule.
5. PEC has assumed parking on site will be provided at no additional cost, within 500 feet of travel path from work areas, and with any personnel travel routes to be established and demarcated by others. We have not included any offsite parking and/or busing of our manpower.
6. PEC's proposal excludes any governmental required permits, testing, and fees, including third party testing and inspection fees associated with such.
7. PEC's proposal assumes no liability for identification, removal, and/or disposal of any concealed or hazardous conditions, obstructions, underground obstructions, or contaminated material, including soils. Proposal also assumes no liability for the condition or adequacy of any existing equipment, structures or materials
8. Proposal does not include any engineering, design, performance warranties or other "fit for purpose" type obligations.
9. PEC's proposal is predicated upon a mutually agreeable payment schedule based upon percent completion and a cash-flow neutral position throughout this project which includes a down payment. If any payment due is not received by the due date, PEC may suspend work within three written days' notice and Owner shall be responsible for costs associated with restarting the project. PEC will not waive its statutory rights to file a mechanics and/or materialman lien.
10. PEC has not included any gross receipts, permit fees, use or other governmental imposed duties, assessments, or taxes, with the exception of sales tax for PEC's consumable materials and construction equipment. All permanent plant materials are considered to be tax exempt.
11. PEC's warranty obligations are limited to one year in any circumstance. If a product manufacturer supplies a warranty or guarantee, PEC will offer a direct pass-through of these obligations with no risk assumed by PEC. PEC's exposure to material and equipment warranties is limited to whatever, if any, the Manufacturer reimburses. In cases of products designed and manufactured to customer specifications, all liability for patent infringement becomes the responsibility of the Owner.
12. PEC's overall liability for damages in any circumstance shall be limited to no more than 100% of the contract value.
13. PEC will not be liable for damages or delays resulting from forces beyond its control, including but not limited to: strikes, adverse weather conditions, acts of God, acts of war or civil disobedience, accidents, unforeseen changes in costs, unforeseen conditions, or compliance with governmental requests, laws and regulations. PEC shall receive schedule and cost relief for all such events.
14. PEC specifically excludes any and all liability for consequential damages.

15. Proposal is based upon the Owner carrying All Risk Builders Risk Insurance with adequate limits, industry standard coverage's and a mutual waiver of subrogation. Premium and deductible by the Owner.
16. Indemnification. PEC shall indemnify the Owner from third party claims and losses resulting from contributory negligent acts or omissions or willful misconduct by PEC. Owner shall mutually indemnify PEC from third party claims and losses resulting from its contributory negligent acts or omissions, willful misconduct, or hazardous materials.
17. Due to the unprecedented impacts of COVID-19, fluctuations in the labor market, as well as current shortages and volatility within the copper, steel, and PVC markets, we reserve the right to new consideration for significant fluctuations within these areas.

Thank you for the opportunity to submit our proposal for this project and hope to be awarded a contract to perform the work. If you have any questions or need further information, please contact me directly at (919) 744-9760.

Sincerely,

Nick Roose

Nick Roose | Owner