

March 4, 2009

Ms. Linda Robertson  
Mike Holt Enterprises  
3604 Parkway BLVD. Suite 3  
Leesburg, FL 34748

RE: Commercial Building Sample - 2 Story Building W basement - 6 Units / One Estimate  
West Palm Beach, FL

Dear Linda,

Advanced Electrical Technologies, Inc. respectfully submits this proposal in conjunction with electrical work to be performed at the above referenced project. This proposal is based entirely upon the plans and specifications. Any and all additional items that need to be added, whether required by code or otherwise, are not include in this proposal.

The following inclusions and qualifications are included in this proposal:

1. Prices are firm until 5/3/2009.
2. Pricing is based on the following blueprints:
  - Commercial Building - Dated 4/15/08 with the latest revision date of 5/2/08, drawn by Maui Architect.
3. Notwithstanding any provision herein to the contrary, in the event that, during the performance of this agreement, the price of copper wire and cables, aluminum wire and cables, steel conduit and/or any other necessary commodities significantly increases, through no fault of electrical contractor, the price of any materials, components, or goods to be furnished under this agreement shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding three percent (3%) experienced by electrical contractor from the date of the execution of this agreement. Such price increases shall be documented through commercial quotes, invoices, receipts or other such documentation. Where the delivery of materials, components, or goods required under this agreement is delayed, through no fault of electrical contractor, as a result of the shortage or unavailability of commodities, raw materials, components and/or products, electrical contractor shall not be liable for any additional costs or damages associated with such delay(s).
4. Electrical installation shall meet the National Electrical Code and local electrical codes. Errors in design by the architect and/or engineer in the blueprints or specifications are not the responsibility of the Electrical Contractor. Any additional electrical work required by others and not included on blueprints and specifications shall not be part of this agreement.
5. Equipment supplied by other trades shall not be required to be installed by this Electrical Contractor. Electrical Contractor shall not be responsible for owner-supplied equipment due to losses related to theft, damage, vandalism, warranty, or any associated storage expenses. This agreement does not include: 1) Warranty of equipment supplied by others. 2) Assembly of equipment supplied by others.

03/04/2009

6. The rough will be invoiced when the rough is substantially completed.
7. Our pricing structure is based upon payment of invoices within thirty (30) days.
8. The trim will be invoiced when the trim stage is substantially completed.
9. Reasonable time shall be given to the Electrical Contractor to complete each phase of the electrical job. However, Electrical Contractor agrees that where a written construction schedule is provided with the signing of this agreement, the Electrical Contractor shall pay all overtime to complete construction in a timely manner to comply with the written construction schedule. If a written construction schedule is not provided with the signing of this proposal, the Electrical Contractor shall not pay for any overtime to complete project. Any overtime required shall be considered a change order and written authorization shall be required in advance.
10. Owner/contractor will be in default if any payment called for under this agreement and all authorized change orders becomes past due, if any written agreement made by the owner/contractor is not promptly performed, if any conditions warranted by the owner/contractor prove to be untrue, or the failure of the owner/contractor to comply with any of the conditions of this agreement. In the event of the owner/contractor default, the Electrical Contractor may: 1) Suspend work and remove uninstalled Electrical Contractor's material or equipment from the premises. The owner/contractor agrees that Electrical Contractor may enter upon owner/contractor property for the purpose of repossessing such material or equipment without liability to owner/contractor for trespassing or any other reason. 2) The Electrical Contractor may retain all money paid hereunder, regardless of the stage of completion of the work and bring any appropriate action in court to enforce its rights. 3) The owner/contractor agrees to pay all costs and fees (including fees incurred in connection with appeals) incurred by Electrical Contractor in enforcing his rights under this proposal.
11. 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.
12. This proposal does not include cost of trash removal, concrete, forming, painting, patching, trenching core drilling, venting and sealing of roof penetrations. All waste created by Electrical Contractor will be removed to a specific area on the construction site as instructed by the owner/contractor.
13. All material and equipment supplied by the Electrical Contractor shall be warranted by the manufacturer and will be installed in a manner consistent with standard practices at this time.
14. Warranty shall only apply to the electrical installation of the material, fixtures, equipment, and other items supplied by the Electrical Contractor. Warranty shall not apply to material, fixtures, equipment, and other items supplied by others. Warranty shall not apply to extensions or additions to the original installation if made by others. Warranty shall commence from the final electrical inspection date for a maximum period of one year. No warranty work shall be performed if any invoice is past due, including change orders.
15. All telephone interface equipment and wiring is by others.
16. All TV antenna equipment and wiring is by others.
17. Blueprint locations are to be used as a guideline, but field conditions determine final locations.

Commercial Building Sample - 2 Story Building W basement - 6 Units / One Estimate

03/04/2009

18. All fixtures and lamps, except as noted below, are furnished by others and installed by Advanced Electrical Technologies, Inc..
19. Openings are furnished complete, including conduit, boxes, standard toggle switches and metal wallplates.
20. Standard duplex receptacles with metal cover plates are furnished and installed.

If you have any questions regarding this proposal, please do not hesitate to call.

Respectfully,

Bill Ruffner

President  
Advanced Electrical Technologies, Inc.

I have read this document including all attachments and I accept the prices, specifications, project terms and conditions, notes, standard terms and conditions as stated. I understand that upon signing, this proposal becomes a binding contract.

Mike Holt Enterprises

Advanced Electrical Technologies, Inc.

Ms. Linda Robertson

Bill Ruffner

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(All attached initialed pages shall become a legally binding part of this agreement.)