

Your Residential Specialist!



5700 Maelou Drive., Hamburg, NY 14075

Phone - **646-HELP** (4357)

Billing Address

Craneridge Homeowners Association
69 Hardwood Road
Glenwood, NY 14069 USA

Estimate 22843404
Estimate Date 7/22/2024

Job Address

Craneridge Homeowners Association
69 Hardwood Road
Glenwood, NY 14069 USA

Description of work

Install 11 street lights, one per intersection as listed in the job task below

Notes -

Original streetlight spec on engineering report are no longer manufactured, manufacturer rep for manufacture, specked out the comparable replacement fixture. Provided client PDF manufacturer cut sheets for review.

Quoting copper conductors. Cost savings could be obtained by using aluminum underground distribution conductors. But long term reliability and maintenance costs may outweigh savings. We can quote aluminum wiring estimate if client prefers.

Handhole distribution boxes allow for future installations of additional street lights without excavating distribution conduit, running new conductors and splices.

Service #	Description	Quantity	Your Price	Total
CRB-UG-L-001	Install 11 streetlight in each intersection to include - <ul style="list-style-type: none">• Electrical permit(s)• DigSafe stakeout in all excavation and boring locations• 6850 feet directional boring at a minimum depth of 24 inches above conduit• 7100 feet of 1-1/4" PVC and HDPE rigid conduit• 15 electrical distribution in ground handholes, at grade• Compaction of soil and rough grade of all excavated areas. excavation spoils left on client site.• 11 - 24" diameter x 60" tall lamp post concrete bases per spec• 11 - AAL #PR4-4R10-125-SBC-BLS-PTF poles• 11- AAL #PROV2-36L-295-3K7-3-BLS-PT4-DL dark sky LED fixture heads• 7690 feet of copper conductors sized to prevent no more than 5% voltage drop with existing load calculations• 240 volt 1 phase circuit breaker in pool house in existing panelboard• Conduit, weatherproof box, cover, and photo-eye on pool house exterior• Lighting contactor and box inside of pool house• Manual override / bypass switch for service• Rigid conduit from pool house to road• Rigid conduit from distribution hand holes to fixture bases• All connections made with direct bury rated distribution blocks	1.00	\$285,830.27	\$285,830.27

Notes -

- Client responsible for stakeout of any underground private utilities.
- Final grading and seeding done by client, we can provide option for final grading and seeding if desired.

Sub-Total	\$285,830.27
Tax	\$0.00
Total Due	<u>\$285,830.27</u>
Deposit/Downpayment	\$0.00

I hereby authorize Scherer Electric to proceed with the work for the UpFront Price of \$285,830.27. Deposits are Non-Refundable. I acknowledge that I have read and understand all the notices pursuant to GBL Article 36-A and Lien Law Section 71-a(4)

100% Satisfaction Guarantees

Service & Repair Guarantee

If you are not 100% satisfied with the service we have provided, we will refund all your money. If our electricians smoke or swear in your home; are not drug-free; do not wear floor protectors on their shoes; or leave your home without cleaning up, you do not pay for the service. If a repair fails in the first two years, we will repair it again absolutely free.

Electrical Panel & Main Electrical Service Guarantee

We guarantee that your electrical panel and main service replacement will be completed on or before the date we have promised. We guarantee our exterior SEU cable workmanship and materials for a minimum period of 5 years. With proper maintenance and inspection of the SEU cable and sealants at each 5-year anniversary we will extend the guarantee another 5 years up to 20 years. Rigid galvanized pipe riser and PVC pipe riser services are guaranteed for 20 years. In addition, all the interior panel workmanship and electrical distribution panel is guaranteed for life of the structure! If your panel or service gives you any trouble will repair the issue, free of charge. We guarantee that all materials used will be as specified and exceed the minimum standards of the town, state, and national electrical codes. We also guarantee to protect the condition of your home.

Equipment & Fixture Guarantee

We guarantee that the equipment and/or fixtures we supply and install in your home will perform as we have stated. If any equipment or fixture fails during normal use in the first year, we will either repair or replace the item at no charge to you.

Scherer Means Service

Service to our clients

Scherer team members strive everyday to provide the highest level of service to our clients. Team members work hard to provide reliable convenient client service. Team members always leave the clients home neat and clean, we wear floor protectors to ensure your property is left in the best condition possible. Scherer's employees are fully trained, background checked, and drug tested so you can trust our team members in your home

Service to team members

Scherer aims to maintain a professional, neat and orderly working environment. Team members input is valued and welcome throughout all levels of management, with open communication viewed as means for success. Team member diversity, training, compensation, benefits and team building is our top priorities.

Service to the community

Scherer helps to provide a safer community by fixing potential electrical hazards. As a company, participation in community service is encouraged. We foster partnerships in cooperation with other companies in the community. Scherer Electric promises to follow all legal practices in electrical safety codes combined with best practices. We believe deep in our souls the right way is the only way to do things.

Scherer Electric Mission

It is the mission of Scherer Electric to provide the ultimate customer service experience, exceeding all expectations, through reliability and convenience.

With that in mind, Scherer Electric fully trains all team members and we strive to treat our clients and team members better than any other company.

GENERAL JOB NOTES -

- All work installed to meet or exceed all national and local electrical safety codes.
- Electrical permit(s) inspections if required included.
- To be done in a highly skilled workmanship manner.
- Quoting standard factory finishes where applicable; other finishes may be available at additional cost.
- Standard freight terms on special orders (if applicable) apply.
- No additional work, labor, or material included unless otherwise stated.
- Any deviation, extra work, extra materials, rework, damage repair not caused by us, or alterations in any form require a written and signed change order or new work order.
- Drywall and/or plaster repair(s) and wall finishing if required, are not included, and to be done by other at property owners' expense. See disclaimer below.
- Work done during regular business hours 7am - 9pm M-F. Overtime/after-hours/weekend work not included in estimate.
- Waste materials removed, and site broom cleaned daily.
- Special Order Material is due and payable in full prior to ordering, delay in payment may result in delay of job and loss of scheduled appointment. Scherer Electric will not be held liable for delays due to late client payments.
- Special order materials may not be returnable or may require a restocking and / or shipping charges.
- Special orders typically require a 3 to 10-week lead time, unless otherwise noted. Expedited order fulfillment and reduced shipping times may be available for a higher fee.
- Scherer Electric cannot be held liable for delays due to natural resource materials shortages, manufacturing delays due to material or manpower, or shipping delays.
- If material, labor, or insurance costs rise or lower more than 3% from time of estimate to date signed, regardless of 10 day estimate grace period, Scherer Electric reserves the right to adjust for current ordered material at current pricing which may increase or lower actual estimate amount.
- If Job is categorized as a capital improvement for sales tax purposes, a properly completed ST-124 is required with payment, or NYS sales tax will be added to quote.
- All workmanship warranted for two years unless otherwise noted - Excludes batteries, electronics, lamps, abuse, unauthorized modifications or alterations and physical or environmental damage.
- If applicable, manufacture product warranty paperwork provided.
- If Client elects to have work performed immediately or before three day grace period, due to emergency to prevent loss of life, property or additional property damage, or clients desire for convenience, client agrees to waive all rights under buyers right to cancel, and all payments, legal terms, conditions apply without three day grace period.
- **100% satisfaction guaranteed**
- **Estimates are valid for 10 days.**

DRYWALL, PLASTER, PANELING, SIDING, ROOFING, SHEATHING and TRIM DISCLAIMER -

- **Scherer Electric may need to remove drywall and plaster, or other interior or exterior wall/roof covering to troubleshoot, make a proper repair or install wiring or equipment.**
- We strive to make the minimum number of openings to complete the job, but in some cases multiple access points may be needed for investigative, access or installation purposes.
- Drywall, plaster, paneling, or any other interior or exterior surface repair, replacement and finishing, is not included in our pricing and is solely the owner's responsibility to repair.

TRENCHING / EXCAVATION DISCLAIMER -

- Care will be taken to preserve and protect lawn and landscaping, but weather and conditions may result in adverse effects to landscaping that may not be preventable.
- Scherer Electric is not liable to replace or repair any required removal or damage to sidewalks, driveways, or other pathways due to access requirements or equipment damage / oil leakage.
- Back-fill and compact trench, ground settlement to be expected and not covered under warranty.
- Final grading, seeding, landscaping, hardscaping, lawn replacement or repair is not included in quote, and to be done by property owner's expense.
- Scherer Electric is not liable for private underground utilities including but not limited to, private underground electrical wiring/conduits, drainage pipes, drainage systems, septic systems, sprinkler system wiring and sprinkler water lines, sprinkler heads, electric/RF dog fences, private water lines, private sewer, private communication cabling CCTV/Coax/Satellite/Fiber Optic/Network/Phone cables, private gas lines, or other underground equipment not located and marked by paint or flags, or underground equipment incorrectly marked or located by more than 12" from markings.

PAYMENT/TERMS -

- 20% down payment, plus special-order material costs prior to scheduling.
- Balance and change orders are full due upon completion of job and 100% client satisfaction.
- Payments to be made in U.S. Funds.
- Payments accepted – Cash, Check and All major credit cards.
- Financing options may be available through third party lenders, upon approved credit. Requires approval before job commencement.

- If payment(s) are not made as outlined, electrical work completion may/will be delayed until payment is received. Scherer Electric will not be held liable for delays to job due to failure of payment(s)
- If payment(s) is not received, a 2.00% per month (24% A.P.R.) service charge will be added to invoice(s), collection fees, attorney legal fees, and court costs. Interest will be accumulating monthly and will be billed in addition to client's outstanding balance.

LEGAL TERMS AND CONDITIONS -

- **AGREEMENT:** Buyers agree to purchase the goods and/or services specified above or on any attached Addendum or Specification Sheet for the price and on the terms described below or on any attached Addendum or Specification Sheet. If this is a credit sale, Buyers agree to pay the total amount due in accordance with the terms of their account agreement and hereby grant Scherer Electric or Scherer Electric's assignees a security interest in the goods identified below until fully paid.
- **SCHEDULING THE WORK:** Work cannot begin until the three-day right to cancel period expires. Buyer may elect to waive three-day right to cancel if job completion date is of essence to buyer or structure safety requires immediate action by buyer to protect property or life.
- **COMPLETION CERTIFICATE:** Buyer agrees to sign a Completion Statement after the work is satisfactorily completed.
- **BUYERS RIGHT TO CANCEL:** You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the notice of cancellation below for an explanation of this right.
- **NOTICE OF CANCELLATION:** In addition to any right otherwise to revoke an offer, the owner may cancel the home improvement contract until midnight of the third business day after the day on which the owner has signed an agreement or offer to purchase relating to such contract. Cancellation occurs when written notice of cancellation is given to the Scherer Electric at 5700 Maelou Drive, Hamburg NY 14075. Notice of cancellation, if given by mail, shall be deemed given when deposited in a mailbox properly addressed and postage prepaid. Notice of cancellation shall be sufficient if it indicates the intention of the owner not to be bound.
- **NOTICE TO BUYER / OWNER**
 1. Do not sign this contract if it contains any blank spaces.
 2. You are entitled to a copy of this contract at the time you sign. Keep it to protect your legal rights.
 3. This home improvement may create a lien on your property that could be foreclosed upon if payment is not made in full upon work Completion. Be sure you understand all provisions of the contract before you sign.
 4. Payment is due upon completion of work and client satisfaction, an interest rate of 2% (24% A.P.R) or a \$25.00 late payment fee (whichever is greater) will be billed monthly from job completion date.
 5. If payment or payment arrangements have not been made within 90 days, account will be turned over to collections and additional fees will be accessed to collect the debt.
 6. Any and all collection(s), attorney fee(s), filing fee(s), and court cost(s) incurred in collecting a debt from buyer / owner will be paid to Scherer Electric in addition to any interest or late payment fees and outstanding total.

ADDITIONAL TERMS AND CONDITIONS –

- **Buyer's Representation: Personal, Family, and/or Household Purposes.** Buyer represents and warrants to Scherer Electric that this home improvement transaction is made for personal, family, and/or household purposed and not for commercial or other purposes.
- **Premises Preparation- Buyer's Responsibility.** Unless otherwise specifically provided herein, Buyer is responsible for preparing the premises for the home improvement/work specified in this contract. Preparing the premises includes contacting any utilities affected with the exception of Electric Utilities and preparation of any and all surfaces and areas to be affected. Scherer Electric cannot be held liable for personal items left in work area.
- **Price Includes Standard Installation Only/Latent Conditions-Increased Cost.** The price quoted herein is based on a normal standard installation. The discovery of any latent conditions may require additional work and may increase the cost of the improvement. Buyer is responsible for any such additional costs, however, upon encountering any such latent conditions, Scherer Electric will immediately notify the Buyer. If the additional cost caused by such conditions is more than 30% of the quoted price, Buyer shall have the option of canceling this contract and only paying Scherer Electric for work already performed on a pro-rata basis.
- **Scherer Electric to Obtain All Necessary Approvals and Permits Prior To Commencing Work.** Scherer Electric agrees to obtain, at Buyer's expense unless otherwise noted on the description of work, all necessary approvals or permits required to undertake and/or complete the work. Scherer Electric agrees that such approvals or permits will be obtained before any work is commenced hereunder, with the exception of emergency and after-hours work, in that case permits will be applied for the next business day. Scherer Electric also agrees to arrange for any necessary inspections while the work is in process or upon completion thereof. Buyer agrees to cooperate fully with Scherer Electric in connection with obtaining such approvals or permits and in making the premises available for such inspections.
- **Scherer Electric to Maintain Workman's Compensation and Public Liability Insurance/Indemnification.** Scherer Electric agrees to maintain Workmen's Compensation and Public Liability Insurance in such amounts as are either required by law or reasonably sufficient to cover any reasonably contemplated claims that could result from the work being done under this contract. Scherer Electric also agrees to indemnify and hold Buyer harmless in connection with any and all such claims arising from the Scherer Electric's performance of any work Hereunder.
- **Waiver of Lien in Residence/Release of Satisfaction of Liens.** Other than any lien or security interest created by contract or court judgment / Scherer Electric waives any and all rights it might have to any lien in Buyer's residence, such as mechanic's and materialman's liens that arise solely by operation of law. Scherer Electric also agrees to obtain valid and complete waivers of all liens from any and all suppliers, mechanics, materialmen, and subcontractors prior to the final payment of such persons by Scherer Electric. Additionally, in the event Scherer Electric will take such actions, including payment of any monies due, as are required to release Buyer and or Buyer's residence from any such lien. Scherer Electric does not, however, maintain insurance of a bond for this purpose.
- **Scherer Electric to Complete Work in Workmanlike Manner/Buyer to Cooperate.** Scherer Electric agrees to complete all work hereunder in a good and workmanlike manner in accordance with the accepted standards of the trade in the area in which the work is performed. Buyer agrees to cooperate with Scherer Electric and Scherer Electric's agents, employees, mechanics, materialmen, and subcontractors in the completion of the work hereunder and agrees to make the premises available for same.
- **Scherer Electric to Remove Debris.** Unless otherwise noted in the job description. Scherer Electric agrees to remove all construction debris from Buyer's residence upon completion of the work hereunder.
- **Arbitration Provisions.** Except as provided below, either Buyer(s) or Scherer Electric may choose that any claim or dispute between the parties or any claim, dispute, or controversy involving Buyer(s) and any other party arising from or relating to the agreement or the relationship which result from this agreement, including the validity of this arbitration clause or the entire agreement shall be resolved by binding arbitration. Notwithstanding any other terms of the Arbitration Provisions, Buyer(s) cannot elect to arbitrate, and Scherer Electric shall not be required to arbitrate Scherer Electric's self-help or judicial remedies or replevin, garnishment, repossession, or foreclosure with respect to any property that secures this Agreement. Provided, however,

that Seller can elect to arbitrate such claims and, if such election is made, Buyer(s) shall be bound by such election and the terms of the Arbitration Provisions shall govern the proceedings. Scherer Electric's exercise of its rights under this paragraph shall not be deemed a waiver of its rights to elect arbitration. A single arbitrator shall conduct arbitration under the Federal Rules of Evidence and National Arbitration Forum's Code of Procedure in effect at the time the claim is filed. Rules and forms of the National Arbitration Forum may be obtained by calling (800)474-2371 and all claims shall be filed at P.O. Box 50191, Minneapolis, Minnesota 55405, (651) 631-0802 (fax) or [www.arb-forum.com\(email\)](http://www.arb-forum.com(email)). The arbitrator shall not be allowed to conduct arbitration on a class wide basis, and the arbitration shall not be allowed to consolidate arbitration demands filed by the other. The party electing arbitration shall pay any initial filing fee except that Scherer Electric shall pay the filing fee in excess of \$125 and any deposit required by the NAF. Scherer Electric agrees to pay the initial costs of arbitration up to a maximum of eight hours of hearings. Any participatory hearing will take place in the county where Buyer(s) lives unless Buyer(s) and Scherer Electric agree to another location. Arbitration Provisions shall be governed by the Federal Arbitration Act. Judgment upon the award may be entered in any court having jurisdiction. By signing this Agreement, Buyer(s) agrees to the Arbitration Provision above, which provides that Buyer or Scherer Electric can require that all disputes, claims, or controversies between the parties be submitted to BINDING ARBITRATION.

- **BUYER UNDERSTANDS THAT BUYER IS VOLUNTARILY WAIVING HIS/HER RIGHT TO A JURY TRIAL OR JUDGE TRIAL FOR SUCH DISPUTES.**
- **Credit Contract.** If this contract is made part of consumer credit transaction, Buyer and Scherer Electric agree that this contract and any other contract documents, such as Addenda, specification Sheets, sales slips, retail installment contracts, revolving charge agreements shall be read together as if a single contract and subject to the Notice set forth below:
- **NOTICE: ANY HOLDER OF THE CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNT PAID BY THE DEBTOR HEREUNDER.**

ADDITIONAL TERMS, CONDITIONS, AND NOTICES - NEW YORK

- **Contractor's and Subcontractor's (Mechanic's Liens).** The contractor or any subcontractor who performs work on this contract or the materialman who provides home improvement goods and services and is not paid may have a claim against the owner which **Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien that is filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.**
- **Payments Before Completion/Schedule of Progress Payments.** Unless the contract provides that the contractor will be paid on a specified hourly or time basis for work that has been performed or charges for material have been supplied, the home improvement contractor is legally required to deposit all payments received prior to completion in accordance with subdivision four of section seventy-one-a of the lien law and that, in lieu of such deposit, the home improvement contractor may post a bond, contract of indemnity or irrevocable letter of credit with the owner guaranteeing the return or proper application of such payments to the purposes of the contract.
- If the contract provides that the contractor will be paid on a specified hourly or time basis for work that has been performed or charges for material that have been supplied prior to the time that payment is due, such payments for work or material shall not be deemed to be progress payments and shall not be required to be deposited in accordance with the provisions noted above. If indicated below, progress payments prior to substantial completion are required in accordance with the following schedule. Otherwise progress payments are not required and payment in full is due upon completion.

<div> <div> <div>\$</div> <div>Save</div> <div>\$</div> </div> <div> <div>\$</div> <div>35</div> </div> <div> <div>...on any FUTURE electrical service!</div> </div> <div> <div>ONE COUPON PER TRANSACTION</div> </div> <div> <div>NOT VALID ON DISPATCH, CONSULT OR DIAGNOSTIC FEES</div> <div>or</div> <div>WITH ANY OTHER SPECIAL OFFERS, COUPONS OR DISCOUNTS</div> </div> <div> <div>\$</div> </div> </div>	<div> <div> <div>\$</div> <div>Save</div> <div>\$</div> </div> <div> <div>\$</div> <div>59</div> </div> <div> <div>...on whole home Surge Protection!</div> </div> <div> <div>ONE COUPON PER TRANSACTION</div> </div> <div> <div>NOT VALID ON DISPATCH, CONSULT OR DIAGNOSTIC FEES</div> <div>or</div> <div>WITH ANY OTHER SPECIAL OFFERS, COUPONS OR DISCOUNTS</div> </div> <div> <div>\$</div> </div> </div>	<div> <div> <div>\$</div> <div>Save</div> <div>\$</div> </div> <div> <div>\$</div> <div>1</div> </div> <div> <div>...per AMP on a complete Electrical Service Upgrade!</div> </div> <div> <div>ONE COUPON PER TRANSACTION</div> </div> <div> <div>NOT VALID ON DISPATCH, CONSULT OR DIAGNOSTIC FEES</div> <div>or</div> <div>WITH ANY OTHER SPECIAL OFFERS, COUPONS OR DISCOUNTS</div> </div> <div> <div>\$</div> </div> </div>
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Thank You for Your Referral!

We would love the opportunity to serve your family, friends, and co-workers with the same courtesy, professionalism & knowledge! Please hand them this coupon with your name filled in and you receive a \$50 check from us in the mail.

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SUPER FAST SERVICE