## FERRAN SERVICES & CONTRACTING. INC.

530 Grand Street Orlando, FL 32805-4795

Orlando: 407-422-3551 Volusia: 386-322-6168 www.ferran-services.com



**Quote Number:** 13910

QUOTE

Work Order Id: 795899 Date: 06/25/2024 **Expiration Date:** 07/25/2024 Submitted By: 1423

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**Proposal To:** City of Deltona 2345 Providence Blvd Deltona FL 32725

Service Location: Timber Ridge Park 1138 Glendale Ave Deltona FL 32725 99642

Option # 1			
Equipment	Manufacturer	Model	
Unspecified Plumbing	N/A		
Serial #		Year: 0000 Size 0.00 -	

Ferran will provide the following scope of work:

-Rough in Mens and

Womens Sanitary and domestic waterlines per the CXT Denali building plans

- -Provide and install fixtures not provided by CXT (1) Elkay VRCTLDDWSK W/bottle filler (2) Sioux Chief 840-2A floor drain
- -Rough in and Trim out Per DN-18, DN-19 and DN-20
- -No other fixtures will be provided by Ferran Services besides the ones listed in this proposal
- -Underground sanitary will be in Schedule 40 DWV PVC piping and fittings
- -Underground domestic will be in 1-1/2" Soft K copper per DN-18
  -Trim out connections for Sanitary will be in Schedule 40 DWV PVC piping and fittings
- -Trim out domestic will be in type k copper piping and Pro press fittings
- -Ferran is not responsible for any engineered drawings, fixtures not mentioned on this quote
- -Service line will be connected to an existing backflow device that is on site right now
- -Sanitary main will be connected to an existing lateral that is on site right now
- -Permit and inspections are included in this price
- -Work is to be performed M-F 8am-4pm

Units	Description		Ext Price	
	Initial:	Total	16,392.50	
Ferran is not responsible for	or any unforeseen conditions.			
Accepted By:		Date:		



## **General Conditions and Warranty**

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1. It is understood that the Seller may have to remove certain, old, existing equipment and materials in order to perform the work described. At the Seller's option, this material will be deemed the property of Seller and will be promptly removed from the premises.

- 2. Purchaser agrees to provide Seller free access to the premises so that he may accomplish his work without undue hindrance or delay.
- 3. Purchaser shall notify the Seller in writing within thirty (30) days of installation of any defects in either the installation or in the equipment itself. Failure to notify Seller within this period of time shall constitute an acceptance of the equipment work as in compliance with this Contract and a waiver of any and all claims for defect or deficiencies.
- 4. In the event the Purchaser is not the owner of the premises, he is obligated to so state this before signing and provide evidence, including a copy of the leaser and/or written permission from the building's owner, acceptable to the Seller, of his authority to proceed. Purchaser agrees to hold the Seller harmless from any claims or damages sought by the building owner, for work done under the authority of this contract.
- 5. Seller will, at Seller's option, if not in privity with the owner and in accordance with Chapter 713 of the Florida Statues, serve "Notice to Owner" and, if account not paid, will record a Claim of Lien on the property.
- 6. It is understood and agreed that the Seller is liable only for its own work, and not adjacent existing work or services suppled by the Purchaser. Should government or instance authorities require other existing work to be upgraded to current code requirements it will be done only upon the Purchaser's authorization and at the Purchaser's sole expense.
- 7. All equipment sold under this agreement, whether affixed to realty so as to become part thereof or not, shall be deemed personal property and severable without injury to freehold, and the title thereto shall remain in Seller until the entire purchase price is paid to the Seller in Cash, and Purchaser agrees to perform all acts necessary to perfect and maintain the above title.
- 8. On default of any payment as provided all equipment and materials may, at the option of the Seller, be removed and held or sold by the Seller at public or private sale, Seller being permitted to purchase at any sale if unpaid balance is not satisfied by the net proceeds of any such sale, then the sum of the deficiency shall become due and payable by Purchaser to Seller as damages for breach of this contract. This provision shall not be construed as in addition to or, limitation of any other right of Seller.
- 9. It is understood and agreed that Seller is not to be held liable for any consequential damages or losses resulting from the installation, operation, or use of the products and material furnished or installed by the Seller. It is further understood that Seller is not responsible or liable for any loss or damage which incurred as a result of any delay, in provision or availability of labor, material or equipment, strikes, storms, fires, flood, act of God, or any other cause, whatsoever, beyond the absolute control of the Seller.
- 10. Should a project condition pose a safety or health hazard to an employee of Seller, Seller reserves the right to discontinue work until the safety or health hazard has been eliminated or to terminate work, either option at Seller's nonreviewable discretion. In the event Seller elects to discontinue work, terminate its work, Seller shall be entitled to contract compensation to date of termination.
- 11. This constitutes the entire contract affecting this purchase and no other understanding exists. The masculine includes the feminine, the singular includes the plural.
- 12. In the event a balance unpaid, Purchaser agrees to pay Seller all costs and expenses of collection, suit or other legal action, including actual attorney's fees, and shall also pay costs, expenses and actual attorney's fees incurred on appeal or in any administrative or arbitration proceedings brought as a result of the commercial relationship between them.
- 13. The service charge is computed by a periodic rate of 1.5% per month which is an ANNUAL PERCENTAGE RATE OF 18% applied to the previous Unpaid Balance, less any previously billed Service Charge which has not been paid and less any current credits in excess of the previously billed Service Charge which has not been paid. Seller's invoices are due upon receipt.
- 14. Purchaser waives any and all privileges and rights which it may have under Chapter 47, Florida Statues, relating to venue, as it now exists or may hereafter be amended or construed and under any other applicable statue. Purchaser and Seller agree that any legal action brought by either to ensure payment or compliance with terms and conditions of sale shall be brought and tired without jury in the appropriate court in Orange County,
- 15. Orders placed as a result of quotations made by Seller are subject to the Terms and Conditions herein, which shall prevail over any inconsistent terms of Purchaser's purchaser order.
- 16. Price extensions, when made, are for Purchasers' convenience only, and they, as well as any mathematical, stenographic or clerical errors are subject to correction. Prices shown include any sales, excise, or other governmental charge payable by Seller to Federal, State or local authority. Purchaser, if tax exempt, must note if this is a quoted price. If contract price is a lump sum quote, Florida State sales tax has been paid by the Seller and cannot be claimed by the Purchaser nor can it be excluded by a tax exempt purchaser.
- 17. WARRANTY WORK WILL BE PERFOMRED MONDAY-FRIDAY 8AM-5PM. Regular service calls carry a 1-year parts and labor warranty. Labor warranty on warranted and guaranteed by the original manufacturer of such materials and then only to the extent reasonable and Purchaser is able to enforce such warranty or guarantee against the manufacturer of such materials. Seller's warranty is limited to the replacement or repair of such parts as may be warranted by manufacturer, which parts are unable to perform their assigned functions. Expendable items such as filters and fuses are not included. Plumbing drain stoppages are not defects. DEFECTS CAUSED BY IMPROPER MAINTENANCE OR DAMAGE CAUSED BY PURCHASER OR ITS EMPLOYEES OR AGENTS IS NOT WARRANTED. Where equipment is being provided with longer than one (1) year manufacturer's warranty the Seller extends to Purchaser, the additional warranty provided by the manufacturer.
  - ALL WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SELLER SHALL NOT BE LIABLE (DIRECTLY OR INDIRECTLY) UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OR RESULTING FROM A BREACH OF WARRANTY UNDER THE SALE, HANDLING OR USE OF THE MATERIALS SOLD. SELLER'S LIABILITY HEREUNDER AND PRUCHASER'S EXCLUSIVE REMEDIES HEREUNDER, EITHER FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, ARE EXPRESSLY LIMITED TO THE GIVING OF CREDIT OR REPLACEMENT OR REPAIR. SELLER'S RESPONSIBILITY TO GIVE CREDIT OR REPLACEMENT IS LIMITED TO THE EXTENT THAT SELLER IS ABLE TO OBTAIN EQUIVALENT CREDIT OR REPLACEMENT FROM THE ORGINAL MANUFACTURER OF SUCH MATERIALS. NO CREDIT FOR MATERIALS RETURNED BY PURCHASER SHALL BE GIVEN WITHOUT SELLER'S WRITTEN AUTHORIZATION.

Licenses:
Air Conditioning CAC 1817254
Electrical EC 13003653
Plumbing CFC1429785