



CONSULTING | ENGINEERING | CONSTRUCTION  
ENERGY MANAGEMENT  
3201 Latham Drive | Madison, WI 53713  
Phone: (608) 273-4464 | Fax: (608) 273-9764

## Commercial Quote

Date: 730-19

**CUSTOMER** Brian Shoener  
Dean Health Plan

**PROJECT** 5 kw roof Solar array

**Location** 1277 Deming Way  
**(address)** Madison Wi 53717

### WE PROPOSE THE FOLLOWING:

**1. Scope of Work:**

See Exhibit A

**2. Clarifications/Exclusions**

See Exhibit A

PAYMENT TERMS	QUOTE PRICE
Payment of entire invoice amount is required within 30 days of receipt of invoice. An interest charge of 1.5% per month will be added to all past due invoices.	<b>\$ <u>19,455.00</u></b>

THE ATTACHED STANDARD TERMS AND CONDITIONS ARE INCORPORATED HEREIN AND FORM PART OF THIS QUOTE AND THE AGREEMENT CONSTITUTED BY THE ACCEPTANCE HEREOF. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THE STANDARD TERMS AND CONDITIONS PRIOR TO COMMENCEMENT OF ANY WORK OR ANY PAYMENT HEREUNDER. BY SIGNING BELOW, CUSTOMER AFFIRMS THAT IT HAS READ, UNDERSTANDS AND ACCEPTS THE STANDARD TERMS AND CONDITIONS. THE PERSON SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS DULY AUTHORIZED AND HAS LEGAL CAPACITY TO EXECUTE AND DELIVER THIS AGREEMENT ON BEHALF OF CUSTOMER.

Brian Shoener

H&H Solar Energy Services, Inc.

Signature \_\_\_\_\_

Name / Title \_\_\_\_\_

Date \_\_\_\_\_

Kevin Quinn, Project Manager  
(608) 977-2354

Please return executed copy of this quote to H&H via fax, email, or mail. [kquinn@hhsolarenergy.com](mailto:kquinn@hhsolarenergy.com)

**CONDITIONS OF OFFER/ACCEPTANCE:** The attached quote ("Quote") is construed as an offer by H&H. The Quote is not valid beyond thirty (30) days of issuance and is subject to change or withdrawal at any time by H&H. If Customer signs the Quote past thirty (30) days of issuance, Customer's signature on the Quote shall be considered an offer and H&H may, at its discretion, accept said Quote by signing the Quote or commencing the work ("Work") described in the Quote. By signing the Quote, Customer agrees to accept all terms and conditions recited herein and as well as those stated in the Quote. Any of Customer's terms and conditions in addition to or different from the Quote and these Standard Terms and Conditions are objected to and shall have no effect.

**CONTRACT DOCUMENTS:** The Quote, including any exhibits or attachments, and these Standard Terms and Conditions comprise the complete and final agreement ("Agreement") between H&H and Customer concerning its subject matter and supersede all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, either written or oral. No other agreement, quotation, or acknowledgement in any way modifying any of the terms of the Agreement will be binding unless contained in writing and signed by both parties.

**LIMITED WARRANTY:** Any materials or equipment listed on the Quote will be covered by the manufacturer's warranty only. H&H warrants its Work to be free from defects for a period of one (1) year from the date of substantial completion. The Customer's exclusive remedy for defective work shall be that H&H will perform remedial work on any part of its Work which is found to be defective. Note that any remedial work performed under this warranty will not restart the warranty period. This warranty applies and is limited as follows: (1) to the property only as long as it remains in the possession of the Customer; (2) to the construction work that has not been subject to accident, misuse or abuse; (3) to the Work that has not been modified, altered, defaced, or had repairs made or attempted by others; (4) that H&H be immediately notified in writing within ten (10) days of first knowledge of defect by owner or his agent; and (5) that H&H shall be given first opportunity to make any repairs, replacements or corrections to the defective construction at no cost to Customer within a reasonable period of time. H&H HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THIS AGREEMENT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**LIMITATION ON LIABILITY:** H&H is not responsible for any of the following: (a) damages caused by pre-existing conditions; and (b) damages caused by factors outside of H&H's control, including but not limited to, those caused by strikes, accidents, and acts of God. Under no circumstances shall contractor be liable for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.

**INDEMNIFICATION:** If Customer uses any goods from H&H not in accordance with H&H's catalogs, specifications,

manufacturer materials, instructions, or recommended installation or service procedures, Customer agrees to defend, indemnify and hold H&H harmless from and against any and all loss, costs, damage liability or expense, including without limitation costs of suit and attorneys' fees and expenses, arising out of or relating to or resulting in any way from such use.

**DELAYS:** Unless otherwise stated in the Quote, jobs are scheduled upon receipt of signed Quote and down payment. Customer will be notified of an approximate start and completion date. H&H will make its best efforts to perform its duties in a timely manner; however, occasionally, H&H's schedule needs adjusting due to weather, job delays, lack of permits, accidents, employee illness, back ordered material, etc. In such an event, H&H will promptly notify Customer, and Customer agrees that such delays do not constitute non-performance.

**COOPERATION:** Customer agrees to cooperate fully with H&H in the provision of the Work, including, without limitation, timely payment, timely provision of requested information and timely access to Customer's property.

**OVERTIME:** It is contemplated that any installation or supervision labor and services proposed in this Agreement to be performed by H&H shall be performed during normal working hours, excluding holidays. If for any reason the Customer requests H&H furnish any such labor or services outside of such regular working hours, any overtime or other additional expense occasioned thereby shall be billed to and paid by the Customer as an extra.

**INFORMATION:** The Quote was prepared solely based on the information supplied to H&H by the Customer. H&H has relied on the correctness, accuracy and completeness of the information provided by the Customer. H&H reserves the right to make any changes to the Quote and/or the pricing of this Quote if, at any time after Customer accepts this Quote, any information provided by the Customer proves to be incorrect, inaccurate or incomplete.

**ASSIGNMENT:** Customer agrees that H&H may assign this contract to another party, including subcontractors or other parties qualified to perform the work set forth in this Agreement. In such an event, Customer will be provided with the name and address of such assignee.

**GOVERNING LAW:** These terms and conditions shall be governed by, and construed in accordance with, the laws of the State of Wisconsin (without regard to any choice or conflicts of law principles). Each party hereto irrevocably agrees that any and all actions or proceedings pertaining to this Agreement shall be adjudicated in Dane County, State of Wisconsin.

**SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable, the remaining terms of this Agreement shall remain in effect.

**BINDING AGREEMENT.** The Customer acknowledges this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.



CONSULTING | ENGINEERING | CONSTRUCTION  
ENERGY MANAGEMENT

3201 Latham Drive | Madison, WI 53713  
Phone: (608) 273-4464 | Fax: (608) 273-9764

**EXHIBIT A**  
**DESCRIPTION OF SCOPE OF WORK AND CLARIFICATIONS/EXCLUSIONS**

**1. Scope of Work:**

- a. Provide engineering and design for a roof mounted array attached to the steel screening on the roof
- b. Provide structural allowance of \$5300.00 to stiffen the structure for installation of solar panels
- c. Provide permitting for electrical work
- d. Furnish and install new conduit and wire from the existing services to the new solar array
- e. Point of Interconnection is on lower level and utility disconnect will be mounted on exterior wall near the generator
- f. Furnish and install solar panels, inverters, racking and balance of systems for a complete system
- g. Provide structural engineering review for the support structure
- h. Provide building permit for solar array.

**2. Clarifications/Exclusions**

- a. Excludes Third party monitoring system
- b. Excludes roofing fees for roof penetrations
- c. Excludes Service upgrades or panel upgrades to the existing Electrical system
- d. Excludes data wiring or network wiring to integrate monitoring system to building automation system.