

PROPOSAL (front)

Proposal submitted by: _____ Date of submission: _____

Proposal submitted to: _____

Job information:

Scope of work:

Plans and Specifications:

[Proposal is based on the submitted plans, with revisions as indicated.]

Your Company Name proposes to furnish the aforementioned material and/or labor in accordance with the above conditions for the sum of _____ Dollars (\$).

Proposed price shall remain in effect for a period of _____ months from the date of acceptance. Any work required under this proposal after this date is not covered within the scope of this proposal.

Payment Schedule:

Payments to be made as listed above. Payments not received by invoice due date shall be considered past due. Past due accounts will be charged an interest charge at the rate of 1.5% per month until the balance is paid in full. No release of lien shall be signed unless all payments are paid in full.

Your Company Name Signed By: _____ Date:

This is your authorization to complete the work as outlined above according to conditions on the front and reverse sides of this proposal.

Acceptance Signed By: _____ Date:

Print name: _____

When both parties sign this proposal, this instrument constitutes a legal and binding contract between the parties.

This proposal may be withdrawn if not accepted within fifteen (15) days from date of submission.

PROPOSAL (back)

NON-COMPETE CLAUSE:

Owner and all authorized representatives of Owner are not to contract or employ any contractor employees for a period of one (1) year from the completion of any electrical work performed by this Contractor with said Owner/Agent within an area of fifty (50) miles radius from this job site.

PERFORMANCE:

Your Company Name agrees that where a written construction schedule is provided with the signing of this proposal and fails to comply with said schedule, **Your Company Name** shall pay all overtime costs necessary to complete construction in a timely manner.

If a written construction schedule is not provided with the signing of this proposal, **Your Company Name** shall not pay for any overtime to complete project and any overtime required shall be considered an extra and authorization shall be required according to CHANGES AND EXTRAS referred to below. Reasonable time shall be given to **Your Company Name** to complete each phase of the electrical job.

MATERIALS AND EQUIPMENT:

All material and equipment shall be as warranted by the manufacturer and will be installed in a manner consistent with standard practices at this time. It is agreed that title to all material required (for the purpose of this proposal) to remain the property of **Your Company Name** until paid in full. It is understood that **Your Company Name** shall have the authorization to enter upon owner/contractor property for the purpose of repossessing material and equipment whether or not installed without liability to owner/contractor for trespass or any other reason.

EXCLUSIONS:

This proposal does not include 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.

CHANGE ORDERS:

Any deviation, alteration or changes from this proposal will be executed only on receipt of written work order. Said charges shall in no way affect or make void the proposal. Charges for changes or modification to this proposal will be based on a labor rate of forty-five (\$45.00) dollars per man-hour. This labor rate includes labor, labor benefits, supervision, overhead, warranty, and other cost. Material shall be charged at contractor's list price.

Your Company Name must receive written authorization by any of the individuals listed below prior to commencement of the work. NO WORK SHALL COMMENCE UNTIL THIS ELECTRICAL CONTRACTOR RECEIVES WRITTEN AUTHORIZATION.

Individual authorized to sign written change orders shall be:

Name: _____ Title:

Name: _____ Title:

NATIONAL AND LOCAL CODES:

Electrical installation shall meet the National Electrical Code and local building codes. Errors in design by the architect and/or engineer are not the responsibility of **Your Company Name**. Any additional outlets, wiring, fixtures, equipment, etc. not indicated on plans and specifications that are required by other (i.e., Inspectors) shall not be part of this proposal.

FIXTURES AND EQUIPMENT SUPPLIED BY OTHERS:

Price includes the installation of fixtures furnished by others, if fixtures are on job at time of electrical trim out. Fluorescent fixtures supplied by others shall be assembled, pre-whipped, and pre-lamped with in-line fuses.

Electrical Contractor shall not be responsible for fixtures and equipment supplied by others and losses due

to theft, damage, vandalism, etc. are not the responsibility of Your Company Name. Fixtures and equipment must be stored by others.

Price does not cover:

- (1) The warranty of fixtures and equipment supplied by others.
- (2) The assembly of fixtures and/or equipment supplied by others.
- (3) Fixtures weighing more than fifty (50) pounds.
- (4) Equipment supplied by others (except fixtures according to conditions above) shall be installed by others.

WARRANTY:

Warranties shall apply exclusively to the electrical installation of the material, fixtures, equipment, and other items supplied by the electrical contractor

Warranty does not apply to:

- (1) Material, fixtures, equipment and other items supplied by others.
- (2) 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 (1) year. Warranty or service will not be performed if any payments according to this proposal become past due including change orders.

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 electrical contractor's control. In no event shall the electrical contractor be liable for special or consequential damages whatsoever or however caused.

OWNER/CONTRACTOR DEFAULTS:

Owner/contractor will be in default if:

- (1) Any payment called for under this proposal and all authorized change orders becomes past due.
- (2) Any written agreement made by the owner/contractor is not promptly performed.
- (3) Any conditions warranted by the owner/contractor prove to be untrue.
- (4) Failure of owner/contractor to comply with any of the conditions of this proposal.

Electrical contractor's remedies in the event of owner/contractor defaults, in event of owner/contractor default, electrical contractor may do any or all of the following:

- (1) Suspend the work and remove its material/equipment from the premises.
- (2) Remove any Electrical Contractor-supplied material/equipment, whether or not it has been installed and whether or not it has been placed in operation. In this regard, owner/contractor agrees that electrical contractor may enter upon owner/contractor property for the purpose of repossessing such equipment without liability to owner/contractor for trespass or any other reason.
- (3) Retain all monies paid hereunder, regardless of the stage of completion of the work and bring any appropriate action in court to enforce its rights. The owner/contractor agrees to pay all costs and expenses, attorney's fees, court costs, collection fees (including fees incurred in connection with appeals) incurred by electrical contractor in enforcing its rights under this proposal.

Electrical contractor carries Workmen's Compensation and Professional Liability Insurance covering its work on this job. Owner/contractor agrees to notify his/her insurance company of the commencement of work. Risk of loss due to fire, windstorm, vandalism, or other casualty shall be upon the owner/contractor.

