

## **Worlds Best Electrical Contractor**

123 Main Street 800-555-1212 License # SC12589215

Customer:	Project:
James Remodeling Comapany	Sample Residential Project
John James	Mr. Mike Holt
1 Lake View, Clemont ,FI 34748	7 Kingston St, Plainfield, IL 60544
1-800-444-1234	352-360-2620
usbuilt@gate.net	MH@MikeHolt.Com

Worlds Best Electrical Contractor respectfully submits this proposal in conjunction with electrical work to be performed at the above referenced project. This proposal is based upon the plans and specifications, as well as anticipated code variance items. Please be mindful that local codes cannot be fully interpreted until the electrical inspector has completed his final inspection and has issued the Certificate of Occupancy for the model(s) or first productions unit(s).

- 1. Prices are firm until 4/9/2021.
- 2. Pricing is based on the following blueprints:
  ▶ Custom Home Dated 5/15/2020 with the latest revision date of 6/8/2020, drawn by Summit Architectural Group.
- 3. Our pricing structure is based upon payment of invoices within thirty (30) days.
- 4. 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.

5. Any payments not received within 30 days of invoice date should be considered past due and will accrue an additional interest charge at 1.5% per month of the unpaid balance until paid in full.

No work shall be performed (including warranty) if any invoice is past due (including change orders).

In addition, no release of lien shall be signed unless all payments are paid in full.

- 6. Customer agrees to pay a service charge of \$25.00 each time a check is returned to the Electrical Contractor.
- 7. 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).
- 8. 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.
- 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. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. Owner/contractor and all authorized representatives of owner/contractor are not to contract or employ any employees of this Electrical Contractor for one year from the completion of any electrical work performed by this Electrical Contractor with said owner/contractor within an area of fifty (50) miles radius from this job site.
- 15. 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.
- 16. Temporary power will be provided by the GFCI receptacle attached to the circuit breaker box.
- 17. The electrical permit fee is to be paid by others. Request for the electrical inspections shall be by others.
- 18. Homeowner consultations pertaining to electrical changes, options or additions, not specified on the original building plan, have not been included.
- 19. Sweeping of the home has been included, provided that the home is left in a broom swept condition by the previous trade.
- 20. All telephone interface equipment and wiring is by others.

- 21. All TV antenna equipment and wiring is by others.
- 22. Blueprint locations are to be used as a guideline, but field conditions determine final locations.
- 23. The rough will be invoiced when the rough is substantually completed.
- 24. The trim will be invoiced when the trim stage is substantually completed.
- 25. Each model has been priced "per plan" and "per value engineering". "Per plan" pricing reflects exactly what is shown on the blueprints. As an added service to you, our valued customer, we have also value engineered the electrical layouts to provide the most cost-effective, yet code specific, layouts possible. Devices have been added to meet the requirements of the National Electrical Code (NEC) and all applicable local amendments. Devices have also been eliminated and/or relocated in order to lower your cost while still maintaining the industry standard for electrical design.
- 26. All fixtures and lamps, except as noted below, are furnished by others and installed by Worlds Best Electrical Contractor.

The builder may select and add fixtures to this contract where Worlds Best Electrical Contractor will be responsible for the purchasing and handling of the fixtures. The fixture costs will be added to the contract, along with an additional fee of \$175 per unit (home), or 10% of the light fixture package (whichever is higher).

If the builder decides to purchase the fixtures direct, Worlds Best Electrical Contractor will take the responsibility of ordering and handling the fixtures for a fee of \$100.

Worlds Best Electrical Contractor reserves the right to change the builder's light fixture supplier, provided that the Worlds Best Electrical Contractor fixture supplier meets the same fixture styles and prices. Fixtures selected by the builder are to be pre-assembled by the light fixture supplier. The fixture supplier must assemble chains, glass, arms and other items not assembled at the factory before being delivered to the job site. If fixtures are not pre-assembled, a rate of \$75 per hour in order for Worlds Best Electrical Contractor to assemble fixtures.

Worlds Best Electrical Contractor will lamp each fixture at the time of installation. If, at some time after fixtures have been installed, lamps are found to be missing, Worlds Best Electrical Contractor will not assume any responsibility for resupplying or relamping of fixtures.

- 27. Bathroom convenience outlets with ground-fault circuit interruption (GFCI) protection are included.
- 28. Kitchen outlets with ground-fault circuit interruption (GFCI) protection are included.
- 29. Garage outlets with ground-fault circuit interruption (GFCI) protection are included.
- 30. Weatherproof outlets with ground-fault circuit interruption (GFCI) protection are included.
- 31. Paddle fan outlet(s) with fan installation are included where shown on plans. Paddle fans are furnished by others.
- 32. Load centers are included where shown on plans.
- 33. Exterior wall mount light fixtures installed and connected. Fixture is furnished by others.
- 34. Tamperproof duplex receptacles are included where shown on plans.
- 35. Television wall jacks are installed where shown on plans.
- 36. 220 Volt 30 Amp cooktop termination is included. Cooktop circuit and installation is not included.
- 37. Air conditioning connection is included.
- 38. Dimmer switches are installed where shown on plans.

## Sample Residential Project

- 39. 6" recessed downlights are furnished and installed. (where shown on plans)
- 40. Incandescent keyless pull-chain fixtures furnished, installed and connected.
- 41. GFCI receptacles are installed where shown on plans.
- 42. 220 Volt 30 Amp dryer receptacle and power cord is included. Homerun circuit is not included.
- 43. Heat pump disconnect included within 6' of furnace at existing power source
- 44. Telephone jacks are installed where shown on plans.
- 45. Paddle fan switches are installed where shown on prints.
- 46. Flush mount ceiling light fixtures installed and connected. Fixture is furnished by others.
- 47. 1' x 4' fluorescent light fixtures furnished, installed and connected.
- 48. 220 Volt 30 Amp oven termination is included. Oven installation is not included.
- 49. Interior wall mount light fixtures installed and connected. Fixture is furnished by others.
- 50. Dishwasher and disposal split receptacle installed, Power cords installed on dishwasher and disposal
- 51. Water heater disconnect included within 6' of water heater at existing power source
- 52. Ventilation exhaust fans (50 CFM) are furnished, installed and connected (where shown on plans), however, the exhaust duct will be furnished, installed and connected by others.
- 53. Ductless kitchen range hood fan will be installed and connected.
- 54. Electrical system grounding is included.
- 55. Smoke detectors, 120 Volt / battery back up, are furnished and installed.

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

Respectfully,

John Best

President Worlds Best Electrical Contractor

## **Proposal Acceptance**

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.

James Remodeling Comapany	Worlds Best Electrical Contractor
John James	John Best
Signature:	Signature:
Date:	Date:

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

All home improvement contractors and subcontractors shall be registered and that any inquiries about a contractor or subcontractor relating to a registration should be directed to the Office of Consumer Affairs.