



Electrical Services Inc

**15895 Hwy 7 E
Hutchinson, MN 55350
320-234-8330**

3/23/2012

Hutchinson WWTP

PROJECT: Hutchinson WWTP Wall Packs

Specific Scope Items:

- 1) We have figured replacing the existing wall pack with a LED wall pack.
- 2) Fixtures carry a 5 year warranty.

We will supply and install all materials, labor, and equipment.

Small LED wall pack - \$ 299.85 each

Large LED wall pack - \$ 476.09 each

Rebate on 150W existing fixture to small LED wall pack - \$ 45.30 each

Rebate on 250W existing fixture to large LED wall pack - \$ 70.5 each

Payment Terms

50% Deposit

Payments as invoiced.

Terms and Conditions

- 1) All applicable taxes are included in our submission.
- 2) Electrical shall be installed to standards of the National Electric Code and is guaranteed free from short circuits for one year. No other warranties are expressed or implied.
- 3) Electric Contractor shall make holes in the building to gain access for routing cables and conduits and shall not be held liable in any way for labor or costs incurred for painting, texturing, repairing walls or ceilings.
- 4) Time and materials work shall be charged \$65 an hour plus materials. Service calls shall be charged \$50 for the first half-hour, then \$65 per hour. \$50 is minimum charge.
- 5) Change orders: Any alteration or deviation from the above specifications involving extra costs will be made only upon written agreement, and will become an extra charge above the contract price to be paid immediately.
- 6) Delay: Electric Contractor will be excused for any delay beyond our control. These delays may include, but are not limited to acts of God, labor disputes, inclement weather, acts of owner or public authority, product shortages, or other unforeseen contingencies.
- 7) Right to stop work: If any payment under this contract is not made when due, Electric Contractor may stop suspend work until all payments have been made.
- 8) Any failure to make payments to Electric Contractor is subject to a claim against the property in accordance with applicable lien laws.
- 9) It is agreed that payments to Electric Contractor shall not be withheld due to any delay or failed payments to the part this proposal is submitted to.
- 10) Malicious mischief and vandalism on the job is the responsibility of the part this proposal is submitted to. Electric Contractor shall not be responsible for any damage resulting therefrom. Party submitted to shall carry needed insurance.
- 11) Overdue accounts will be charged a late charge at the rate of 1.5% per month plus a monthly administrative fee of \$20.00 or the maximum rate permitted by law.
- 12) In the event any party to this contract commences any action, legal or otherwise, to collect the contract price, the prevailing party shall be entitled to recover attorneys fees and all other costs incurred in connection with the action.
- 13) This proposal shall be effective for thirty days from the date set forth above, if this proposal is not accepted within this time it shall be expired. This proposal may be withdrawn any time before acceptance.
- 14) The language of all parts of this contract shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. No provision shall be deemed dependant upon any others.
- 15) If any provision of this contract is held by an arbitrator or court to be unenforceable, invalid or illegal, said provision shall be deemed to be deleted and shall not affect the validity of the remaining provisions of this contract.
- 16) Party submitted to shall give written notice of a back charge to Electric Contractor within ten days of the act giving rise to a back charge. If no such notice is given within the ten day period the back charge shall not be allowed.
- 17) In the event party submitted to does not request work to begin and/or the project is not in good condition to commence the work within 30 days after the acceptance of this contract, Electric Contractor shall have the option to terminate this contract.
- 18) Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.

Accepted by

Client
