

PROPOSAL / CONTRACT

Action Electric Inc.

79 Longview Drive, Portland, Maine 04103
(207) 650-1651 LIC #MS60019031

Date: 6/6/2013

Contract: 1548

"Action Electric Inc.", hereinafter referred to as "Electric Contractor", proposes to furnish material and labor in accordance with the job description identified in this Proposal/Contract pursuant to the following:

1. SUBMITTED TO: Portland Fencing Center, 90 Bridge Street, Westbrook, Maine 04092
2. JOB PHONES: Phone1: 207-856-1048 Phone2: 207-671-8205
3. JOB LOCATION: Riverside Portland Maine
4. PLANS DESCRIPTION:

5. JOB DESCRIPTION:

Install (5) new 8' T8 florescent lights from existing switching. Four of the lights will be on jack-chain dropping them down 2' from ceiling.

Install a new outlet dropped from ceiling to feed a floor mounted owner provided sign in center of room.
Outlet feed from existing circuit nearby.

WE PROPOSE to perform the work as stated in this Contract in accordance with the specifications and plans submitted and completed in a workmanlike manner

for the sum of: \$1165.00

with payments: 1/3 to start, final upon completion

This Contract is executed in "Portland, Maine" by Electric Contractor

ACCEPTANCE OF PROPOSAL: The prices, specifications, terms and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

It is understood and agreed that this work is not provided for in any other agreement and no other contractual rights arise until this proposal is accepted in writing.

Date Signature

TERMS AND CONDITIONS

6. 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.
7. Electric Contractor is not responsible or liable in any way, for any part of the existing electrical system.
8. Electric Contractor shall make holes in the building to gain access for routing cables & conduits and shall not be held liable in any way for labor or costs incurred for painting, texturing, repairing walls or ceilings.
9. Time and materials work shall be charged \$55 an hour plus materials. Service calls shall be charged \$75 for the first half-hour, then \$55 per hour. \$75 is minimum charge.
10. Permits, inspections and/or plans required for this work are the responsibility and liability of the party submitted to in section 1.
11. 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.
12. 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, or other unforeseen contingencies.
13. 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.
14. Any failure to make payments to Electric Contractor is subject to a claim against the property in accordance with applicable lien laws.
15. It is agreed that payment to Electric Contractor shall not be withheld due to any delay or failed payments to the party submitted to in section 1.
16. Malicious mischief and vandalism on the job is the responsibility of the party submitted to in section 1. Electric Contractor shall not be responsible for any damage resulting therefrom. Party submitted to shall carry needed insurance.
17. Overdue accounts will be charged a late charge at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less.
18. 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.
19. This Proposal shall be effective for thirty days from the date first 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.
20. 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 other.
21. 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.
22. 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.
23. 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.