



706 Main Ave S. Suite 2
PO Box 8042
Brookings, SD 57006
605-692-4626
License # EC2949

PROPOSAL/CONTRACT

Date: 7/15/2020

Contract # 202040

Amp Electric Construction, Inc. proposes to furnish material and labor in accordance with the job description identified in this Proposal/Contract pursuant to the following:

1. SUBMITTED TO: BROOKINGS COUNTY
2. JOB PHONE CONTACTS: 605-695-2923 (Brian) 605-695-1956 (Mike)
Person(s) requesting work: _____
3. JOB LOCATION: OAC
4. PLAN DESCRIPTION: GENERATOR
5. JOB DESCRIPTION:

PRICE TO ADD GENERATOR FEED TO BUILDING WITH POWER TRANSFER.
PRICE INCLUDES ALL MATERIAL, LABOR, TAX, AND INSPECTION.

We PROPOSE to perform the work as stated in this Contract in accordance with the specification and plans submitted and completed in a workmanlike manner for the sum of:

\$20,450.00

This contract is executed in Brookings, SD by Amp Electric Construction, Inc. and is valid for 30 days.

ACCEPTANCE OF PROPOSAL: The process, specifications, terms and conditions are hereby accepted. Amp Electric Construction, Inc. is 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 National Electric Code and is guaranteed free from short circuits of one year. No other warranties are peeresses or implied.
7. Amp Electric Construction, Inc. is not responsible or liable in any way for any part of the existing electrical system.
8. Amp Electric Construction, Inc. 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 costs incurred for painting, texturing, repairing walls or ceilings.
9. Time and materials work shall be charged \$45 per hour plus materials. Service calls shall be charged \$50 for the first half hour then \$45
10. per hour. \$50 is minimum charge.
11. Permits, inspections, and/or plans required for this work are the responsibility and liability of the party submitted to in section 1.
12. Delay: Amp Electric Construction, Inc. will be excused for any delays 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. 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.
14. Any failure to make payments to Amp Electric Construction is subject to a claim against the property in accordance with applicable lien laws.
15. It is agreed that payment to Amp Electric shall not be withheld due to any delay of 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. Amp Electric Construction, Inc. 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 attorney's fees and all other costs incurred in connection with the action.
19. Right to stop work: if any payment under this Contract is not made when due, Amp Electric Construction, Inc. may stop or suspend work until all payments have been made.
20. 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.
21. 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 dependent upon any other.
22. 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.
23. Party submitted to shall give written notice of a back charge to Amp electric within ten days of the act giving rise to back charge. If no such notice is given within the ten day period the back charge shall not be allowed.
24. 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, Amp Electric shall have the option to terminate this contract.