

# BRAY

## ELECTRICAL SERVICES

Date: June 21, 2022

Address: Chelsea Place Townhomes  
Drexel Avenue  
Decatur, GA 30030

Proposal to: Authorized Agent  
Chelsea Place Townhome HOA

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The following proposal is based on the site visit with Mike Adams and Sara Crews to price the landscape lighting repair. All work will be performed during normal business hours. All work will comply with the 2020 National Electrical Code.

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### **Work description below**

Furnish & install a new Photocell for a Malibu timer  
Furnish & install a new weatherproof cover and weatherproof outlet  
Furnish & repair approximately 10' of damaged landscape wiring

### **General Terms & Conditions:**

1. Electrical shall be installed to standards of the National Electrical Code and is guaranteed free from short circuits for one year. No other warranties are expressed or implied in this Contract.
2. Bray Electrical is not responsible or liable in any way, for any part of the existing electrical system.
3. Bray Electrical may need to 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 per hour plus materials. Service calls are charged at the rate of \$165 for the first hour, \$99 per hour after the first hour, \$165 is the minimum charge.
5. Permits, inspections and/or plans required for this work are the responsibility and liability of Chelsea Place Townhomes.
6. Bray Electrical will permit the electrical work and coordinate electrical inspections.
7. 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.

8. Delay: Bray Electrical 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 epidemic or pandemic, or other unforeseen contingencies.
9. Right to Stop Work: If any payment under this Contract is not made when due, Bray Electrical may suspend work on the job until such time as all payments have been made. Any failure to make payment is subject to a claim against the property.
10. It is agreed that payment to Bray Electrical shall not be withheld due to any delay or failed payments to Chelsea Place Townhomes
11. Malicious mischief and vandalism on the job is the responsibility of Customer Name. Bray Electrical shall not be responsible for any damage resulting therefrom..Customer Name. shall carry needed insurance.
12. Overdue accounts will be charged interest at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less.
13. In the event any part of 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.
14. 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 expire. This Proposal may be withdrawn at any time before acceptance.
15. 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.
16. 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.
17. Substitution of Materials: Bray Electrical may substitute materials without notice to the Owner/General in order to allow work to proceed provided that substituted materials are of no lesser quality than those listed in the job description of this Contract.
18. Chelsea Place Townhomes. shall give written notice of a back charge to Bray Electrical 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.
19. In the event, Chelsea Place Townhomes 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, Bray Electrical shall have the option, in its sole and absolute discretion, to terminate this contract.
20. All debris from materials provided by Bray Electrical will be removed from the work area on a daily basis to the job site trash/dumpster location provided by the general Bray Electrical .
21. Any item not included in the plans or designs that is not addressed during the final walkthrough of the project is not included in the cost and are not a part of Bray Electrical 's work unless otherwise agreed to in writing.
22. Any additional work required because of latent issues not known to Bray Electrical before bidding the job (e.g. issues concealed by a wall that will be opened up to complete the work) are not included in the cost and are not a part of Bray Electrical 's work unless otherwise agreed to in writing.

23. This contract may not be altered, amended, supplemented or modified except by a written instrument signed by all of the parties, and any attempted oral change or modification of these terms and conditions shall be null, void, and unenforceable, even if the parties or their representatives purport to make a mutual oral agreement for such change or modification.
24. This contract may be signed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Facsimile or electronic copies (including .PDF or other image copies) of the signed contract shall be as valid and enforceable as an original. The parties' signatories represent and warrant that they have the full right and full authority to execute this Agreement on behalf of the party for which he or she is signing.
25. This contract constitutes the entire and only understanding and agreement between the parties with respect to the subject matter addressed therein. All prior or contemporaneous agreements, discussions, inducements, representations, statements and/or understandings with respect to said subject matter, whether oral or written, are expressly superseded by these terms and conditions and the quote provided herewith. The parties expressly disavow any reliance on any representations, statements, understandings or warranties that are not expressly stated within this contract.
26. Price Escalation & Delay: Bray Electrical 's pricing has been provided based on the costs and availability of materials and labor as of the date of Bray Electrical 's proposal. Current events have caused volatility in the costs and availability of materials and labor. Bray Electrical will use reasonable efforts to purchase materials in such a manner so as to limit the impact of cost and availability volatility. However, Bray Electrical reserves the right to require an equitable change order if Bray Electrical , its suppliers, or its subBray Electrical s are unable to supply products at the same or similar costs and within the timelines as set forth in the estimate provided by Bray Electrical . You agree that your approval of any such equitable change order will not be unreasonably withheld.

**Draw Schedule:**

- 100% due upon completion of job

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Bray Electrical will work to complete this installation in a safe and timely manner. If you find this proposal satisfactory, and you would like for me to schedule this project, please sign, scan & email or return/fax a copy of this proposal to [michelle@brayelectricalservices.com](mailto:michelle@brayelectricalservices.com) or 404-378-9194. Please call the office at 404-378-1212 or my cell phone 678-642-5572 concerns or questions that I might help you with. Once again, thank you for this opportunity to provide you with this proposal.

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**Project total:**

**\$820.00**

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**Authorized Agent**  
**Bray Electrical Services LLC**

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**Authorized Agent**  
**Chelsea Place Townhomes**

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**Date**

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**Date**