

Heath Electric LLC
renoheathelectric@gmail.com
(775) 230-5413

A notice of cancellation may be sent to **Heath Electric LLC** at the following address:
15765 Rancho Drive, Reno NV, 89508
VFD Installation

This contract ("Contract") is between Sierra Valley Ground Water Management District (the "Client") and Heath Electric LLC (the "Contractor").

Project Address: 59495 Highway 49, Loyalton CA, 96118

The Contract is signed and dated _____.

You are entitled to a completely filled in copy of this agreement, signed by both you and the Contractor before any work may be started.

AGREEMENT

A. Licensing: The Contractor warrants that the Business currently holds a valid license, C-10 #1071574 C-2 #0086775 under the laws of the State of California to perform the work. Work performed will be done so in compliance with all applicable local, state, or federal statutes and regulations.

B. Scope of Work/Payment:

- a. Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed: The Client is hiring the Contractor to do the following:
1. Landowner to provide and install backerboard in future VFD location ahead of Heath Electric arrival.
 2. Landowner to provide assistance and/or manpower in lifting VFD into position.
 3. Provide and install conduit between existing control panel and new VFD.
 4. Install copper cable in new conduit.
 5. Provide and install appropriate splicing terminal lugs to connect to existing feed to well.
 6. Provide and install conduit for pressure switch. (Landowner to provide the trenching for this conduit as well as the weld for the connection of the pressure switch.)
 7. Make all appropriate connections.
 8. Test installation.
- b. Approximate Start Date: TBD with approval from Sierra Valley Ground Water Management District and Heath Electric availability.
- c. Substantial Commencement of Work: Wiring installed to VFD.
- d. Approximate Completion Date: See above.

- e. This proposal does not include cost of trash removal, patching, trenching core drilling, digging, reinsulating SIPs panels, concrete, forming, painting, 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
- f. Documents incorporated into this Agreement. **Exhibit A** attached hereto lists additional documents that, when executed, shall be made pursuant to and subject to this Agreement.
- g. Extra Work and Change Orders.
 - i. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new order in substantially the same form as attached as **Exhibit B** hereto. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.
 - ii. Client may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order.
 - iii. Any Extra work or Change Order shall not be enforceable against Client unless it also identifies all of the following in writing prior to the commencement of work covered by the order:
 1. The scope of work encompassed by the order.
 2. The amount to be added or subtracted from the contract.
 3. The effect the order will make in the progress payments or the completion date.
 - iv. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.
 - v. 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).
 - vi. All fixtures and lamps, except as noted below, are furnished by others, and installed by Heath Electric LLC. The builder may select and add fixtures to this contract where Heath Electric LLC 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, Heath Electric LLC will take the responsibility of ordering and handling the fixtures for a fee of \$100. Heath Electric LLC reserves the right to change the builder's light fixture supplier, provided that the Your Company 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 Heath Electric LLC to assemble fixtures. Heath Electric LLC will lamp each fixture at the time of installation. If, at some time after fixtures have been installed, lamps are found to be missing, Heath Electric LLC will not assume any responsibility for resupplying or re-lamping of fixtures.

vii. 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. Heath Electric will need a written schedule, or in the event that is not possible will need 30 days' notice of work to be scheduled including underground, rough and trim phases.

viii. This contract does not include any disconnect or reconnect fee associated with any utility company. All utility providers (Liberty Utilities, PSREC, TDPUD etc.) charge a fee for extension, disconnection, and reconnection of utility. This fee varies based on the providers pay schedule.

ix. This contract includes installation in accordance to the NEC and California Electric Code. The owner is responsible for obtaining and informing Heath Electric LLC of any obscure codes enforced by the county, city, local municipality, HUD, or any other code not directly relating to the NEC or California Electric Code.

h. Contract Price: \$5606.00

i. Finance Charge:

j. Down payment: \$560.00

THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

k. Payment Schedule: Select which payment schedule type meets your needs from the following: (a.) Flat Price, (b.) Milestone or Progress Payments, (c.) Hourly Rate Selection. Only include what is applicable from the sections below and revise them to match your payment schedule type.

i. Flat Price: The Client will pay the Contractor \$5606.00. (\$560.00 down and \$5046.00 upon completion). **Client Initial Here** _____

ii. Schedule of Progress Payments: Contractor will complete the deliverables and/or complete specified milestones, and Client will pay Contractor upon acceptance of Deliverables or timely completion of a milestone, according to the following schedule:

Amount of work or services to be performed	Materials and equipment to be supplied	Amount Payable Upon Acceptance/Completion
--	--	---

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT. **Client Initial Here** _____

l. Payment Terms: Payment shall be made to the Contractor via Cash, Check, or Venmo. We also accept Credit Cards and PayPal with a 4% convenience fee. If any invoice is not paid when due, this could result in suspension or termination of the project. If the Client fails to pay for the Services when due, the Contractor reserves the right to treat such failure as a breach of this Contract. Any legal fees associated with such will be the Client's responsibility.

i. Invoices: The Contractor will invoice the Client on the dates listed in the Payment Schedule section. The Client agrees to pay the invoice with the amount owed within 10 business days.

ii. Late Payments: If the Client fails to pay the Contractor on time per agreed upon payment schedule, the Business may suspend work until delinquent payments are brought current. If payments are delinquent for more than 30days then the Client will be subjected to a late fee of 10%.

iii. Expenses: Client shall pay to the Contractor any expenses incurred by the Contractor in the provision of services under this Agreement, including, but not limited to travel fees, 3rd party vendors, and attorney fees, no later than 30 days after receipt is provided.

iv. Lien Release: Upon satisfactory payment being made for any portion of the work performed, the Contractor, prior to any further payment being made, shall furnish to the Client a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the California Civil Code for that portion of the work for which payment has been made.

m. Refund Policy:

1.6.2(a) No Refunds: Services completed as described in this contract are not subject to refunds. The Client will not be reimbursed for services cancelled once work has begun. All sales are final.

Client Initial Here _____

1.6.2(c) Warranty Policy: No refunds will be provided for work completed as described in this contract. Services for work completed are warranted to be free from defects in materials or workmanship for 90 days from the date of service completion. This warranty does not apply to cosmetic damage, damage caused by client or another contractor, or labor to repair material defect.

Client Initial Here _____

C. Commercial General Liability Insurance (CGL):

Heath Electric LLC carries commercial general liability insurance written by Central Mutual Insurance Company. You may call Central Mutual Insurance at (419) 238-1010 to check the contractor's insurance coverage.

D. Workers' Compensation Insurance.

a. Heath Electric LLC carries workers' compensation insurance for all employees.

E. MECHANICS LIEN WARNING.

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you, it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice or face the forced sale of your home to pay what you owe.

F. Information about the Contractors' State License Board (CSLB):

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Internet Web site at www.cslb.ca.gov.

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

G. Representations:

- a. Authority to Sign: Each party promises to the other party that it has the authority to enter this Contract and to perform all of its obligations under this Contract.
- b. Client will Review Work: The Client promises to review the work product, to be reasonably available to the Contractor if the Business has questions regarding this project, and to provide timely feedback and decisions.

H. General:

- a. Signatures: The Client and the Contractor must sign the document either electronically or in hardcopy. If this document is signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as originals for all purposes.
- b. Compliance with Laws: Contractor must comply with all provisions of law applicable to this Contract.

I. Term and Termination: This Contract ends on completion, or 12/31/2025 unless the Client or the Business ends the contract before that time. If one of the parties chooses to end the Contract prior to project completion, the Client is responsible for paying for all work and costs incurred up until that date.

J. Bond. Client has the right to require the Contractor to have a performance and payment bond.

K. Three-Day Right to Cancel

The Client has the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the Contractor at the Contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or you may, if you wish, comply with the contractor's instructions on how to return the goods at the

contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

The Parties hereto agree to the foregoing as evidenced by their signatures below.

04/12/2025	<i>Kristopher Heath</i>		
Date_____	_____	Date_____	_____
	Kristopher Heath, Owner		Signature
	Heath Electric LLC		Sierra Valley Ground Water Management District

Extra Work or Change Order Form

**Extra Work or Change Order NO. _____ for _____
For Home Improvement**

This Extra Work or Change Order (“CO”) is entered into between Heath Electric LLC, 15765 Rancho Drive Reno NV, 89508, (“Contractor”) and _____ (“Client”), and is effective as of _____ (“CO Effective Date”).

This CO is governed by and incorporated into the _____ project, executed between the parties on _____ (the “Contract”). Capitalized terms not defined in this CO will have the meanings assigned to them in the Contract. The terms of this CO are limited to the scope of this CO and are not applicable to any other COs that may be executed under the Contract. This CO and the Contract represent the parties’ entire agreement relating to the subject of this CO and supersede all prior or contemporaneous agreements, whether written or oral, on that subject.

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

1. Project Information.

Contractor Project Manager:
Email:
Telephone:
License Number: Contractor warrants that Contractor currently holds a valid license, C10 #1071574 C2 #0086775, under the laws of the State of California to perform the work. Work performed will be done so in compliance with all applicable local, state, or federal statutes and regulations.

2. Term. Unless terminated earlier in accordance with the termination provisions in the Contract, this CO will end when Contractor has completed the Services (as defined below), which in no event will be later than _____, and Client has accepted the Services.

3. Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed. The Client is hiring Contractor to do the following:

Contractor will provide the Services at _____

4. **Contract Price:** Cost to be added or subtracted from the Contract:

\$ _____

6. **Down payment:** \$ _____

THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

7. **Payment Schedule:**

- a. Flat Price: The Client will pay the Contractor \$ _____ for the completion of the project.
Client Initial Here _____
- b. Schedule of Progress Payments: Contractor will complete the deliverables and/or complete specified milestones, and Client will pay Contractor upon acceptance of Deliverables or timely completion of a milestone, according to the following schedule:

Amount of work or services to be performed	Materials and equipment to be supplied	Amount Payable Upon Acceptance/Completion

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT. **Client Initial Here** _____

- c. Hourly Rate: Contractor will perform Services at the following hourly rate(s): US \$80/hr. This hourly rate will be guaranteed and will not be increased for the duration of this Contract, unless the Parties have agreed upon a written change to the scope of Services signed by the parties.
Client Initial Here _____

8. **Project Dates.**

- a. Approximate Start Date: _____
- b. Substantial Commencement of Work:

- c. Approximate Completion Date: _____

9. **Three-Day Right to Cancel**

The Client has the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the Contractor at the Contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

10. Effect on Original Project Schedule:

IN WITNESS WHEREOF, the representatives of two parties hereby sign as follows:

CLIENT NAME

CONTRACTOR LEGAL NAME

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit C
Notice of Cancellation

[Instruction: use this form within three days of execution of a Home Improvement contract or Extra Work or Change Order to cancel the agreement]

Date:_____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to, Heath Electric LLC, at 15765 Rancho Drive Reno NV, 89508, not later than midnight of _____.

I hereby cancel this transaction. Date_____

CLIENT NAME

Signature:_____

Printed Name:_____

Date:_____