

## Rodding Proposal Summary

	Black Diamond	Capps Plumbing	Roto Rooter
Rodding includes:			
Jetting all horizontal lines in 12 garages	Included	Included	Included
Jet to Triple basin pit and report any issues	Included	Included	Included
Remove/pump sludge from triple pits	<b>No removal of basin material/liquid</b>	<b>Scoop out solids and jet clean included</b>	<b>\$2,414 - full pump out material/liquid</b>
Jet and clean all exterior garage trench drains	Included	Included	\$2,150
Jet 1515 c wing first floor drains	Included	Included	Power Rod only
All cars will need to be removed for service	Yes	Yes	Yes
Includes Clubhouse rodding	\$ 450	\$ 295	\$ 495
Total cost for sewer rodding horizontals only	\$ 9,725	\$ 10,995	\$ 13,509
Optional cost for :			
Jet of all roof verticle lines for kitchen and bath	\$ 8,962	\$ 6,930	\$ 9,464
Total cost for rodding all lines in building	\$ 18,687	\$ 17,925	\$ 22,973
Includes washing of garage	Partial	Floor Wash	Partial
Notes:	Price held for 3 year contract term with no auto renew and 30 day cancellation	Price held for 3 year contract term with no auto renew and 30 day cancellation	Awaiting confirmation if price will be held for a three year term with no auto renew and 30 day cancellation



## PROPOSAL

Account #101753

Date: 05/09/2013

TECH: HERB

**BILLING ACCT:**

LIEBERMAN MANAGEMENT SERVICES  
25 NORTHWEST POINT BLVD  
ELK GROVE VILLAGE IL 60007  
PHONE: 847-228-5176

**SERVICE AT:**

DANA POINT CONDO ASSOCIATION  
1519 E. CENTRAL ROAD  
ARLINGTON HEIGHTS IL 60005  
EMAIL: lray@LMSnet.com

**RECOMMENDATIONS:**

**OPTION #1:**

- Hydro-Jett all horizontal sanitary lines in underground parking garage
  - Also hydro-jett garage drain lines to triple pit for buildings 1405, 1415, 1515, 1605 & 1615
- TOTAL: \$1,575.00 PER BUILDING** \_\_\_\_\_ **initial acceptance**

**OPTION #2:**

- Hydro-jett all horizontal sanitary lines in underground parking garage
  - Also hydro-jett garage drain lines to triple pit for building 1505 with additional hydro-jetting of sanitary line for bridge units to building 1505
- TOTAL: \$1,850.00** \_\_\_\_\_ **initial acceptance**

**ADDITIONAL OPTIONS:**

- Hydro-jett all vent lines from roof for garage for all buildings & chemically treat each line
- TOTAL: \$1,493.72 PER BUILDING** \_\_\_\_\_ **initial acceptance**
- Hydro-jett clubhouse building 1519
- TOTAL: \$ 450.00** \_\_\_\_\_ **initial acceptance**

PRICE VALID 30 DAYS FROM DATE OF PROPOSAL. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon any delays beyond our control. Purchaser agrees to pay all cost of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted within 30 days.

PRINTED NAME: \_\_\_\_\_

ACCEPTANCE SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_



90 E. Marquardt Drive - Wheeling, IL. 60090  
(847) 459-7385 - Fax (847) 459-7386  
www.cappsplumbing.com

TO: Dana Point Condominiums

c/o Lieberman Management Services

25 Northwest Point Blvd, Suite 330

Elk Grove Village, IL 60007

Attn: Lisette; Email: Lray@lmsnet.com

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**Proposal** 11647

DATE 5/10/2013 JOB PHONE NO. 847-228-5176

JOB NAME/NO.

Jet Rodding (Revised)

JOB LOCATION

1519 E. Central Road - Arlington Heights

**We hereby submit specifications and estimates for:**

> Request for Proposal #0554-LRAY96GMPR

We propose to jet rod the building horizontal sanitary lines in (12) garages for (6) buildings. We will jet rod (21) overhead 4" cleanouts, a 4" stack cleanout in bike room, (2) floor drains and a trench drain outside overhead door. We will clean debris and sludge from each triple basin and (2) pump pits. We will test pumps for proper operation and wash down garage floor upon completion.  
COST: \$1,785.00 per building

The vertical lines can be jet rodded from the roof on the same visit for an additional cost of \$1,155.00 per building.

> We can also jet rod the sanitary lines for the clubhouse for an additional cost of \$285.00

\*All cars will need to be removed from the garage on scheduled day.

This is a 3-year contract performed once per year.

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**TOTAL** **See Above**

Any alteration from the above specifications, involving extra costs, will be done only upon written authorization and will be charged over and above this estimate. Property owner is to carry all hazard insurance. Any and all repairs to landscape, driveway, sidewalk and/or decking that may be necessary due to performing the contract work are the responsibility of the property owner and not that of Capps Plumbing & Sewer, Inc. Property Owner agrees to pay for all work, goods & services received and authorizes Capps Plumbing & Sewer, Inc. to bill any credit card that property owner may be on file for the goods and/or contract services provided. In addition to the sums stated herein, the undersigned shall pay to Capps Plumbing & Sewer, Inc., all costs and expenses incurred in the collection of any sums due Capps Plumbing & Sewer Inc., to include but not limited to, in-house collection expenses, court costs and reasonable attorney's fees. A SERVICE CHARGE OF 1-1/2% PER MONTH (18% ANNUM) WILL BE CHARGED ON ALL BALANCES 30 DAYS OR MORE PAST DUE.

**We propose** hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

**TERMS: NET 60 DAYS**

See Above

dollars (\$ See Above )

Authorized Signature

Date

*[Signature]* 5/10/13

M0052

**Acceptance of Proposal:**

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

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



PROPOSAL  
Roto-Rooter Services Company  
1800 Landmeier Road  
Elk Grove Village, IL 60007  
(224) 265-4858

Revision 5/12

PL #058-151168; PC #10600095;  
MP #230698

Proposal Submitted To		Work To Be Performed At	
Name	Dana Point Condominium Association	Name	SAME
Street	1519 E Central rd	Street	
City	Arlington Heights State IL ZIP 60005	City	State ZIP
Telephone Number	1-847-228-5176- Lisette	Telephone Number	

**Roto-Rooter hereby proposes to furnish all the materials and to perform all the labor necessary for the completion of:**  
(Include make and model of materials and necessary labor, and state anticipated contingencies that would materially alter the estimated completion date.)

We propose to jet from kitchen main and sewage main overhead clean outs located in parking garages out to building mains, approximately 7 kitchen cleanouts and 14 sewage main line cleanouts. In addition we will jet approximately 3 floor drains in each garage to triple pits. Total of approximately 120 clean outs. In C wing we propose to power rod from main line cleanouts located in hallway approximately 15 clean outs located in hallway. Total price for this service will be \$8450.00.

We propose to vertical power rod from the roof to the main the kitchen and bath vertical vent stacks, approximately 182. The price for this will be \$9464.00.

In addition to the above jetting and rodding we can jet the storm drain grates located in the drive entrance of each parking garage. The total price for this service will be \$2150.00.

The total price combined for all services will be \$20,064

1. ###

**Option A (complete if applicable):**

Customer will make payment as follows:

- \_\_\_\_\_ % of the cost (\$ #VALUE! ) upon execution of this Agreement.
- \_\_\_\_\_ % of the cost (\$ #VALUE! ) upon the start of the work.
- Balance of the cost upon completion of the job (\$ #VALUE! ).

**Option B (check if applicable):**

- ☐ The total sum will be billed upon completion of the work and is payable within 30 days (commercial accounts with approved credit only).

2. The approximate starting date is TBD, and the approximate completion date is TBD. Neither date is guaranteed. Unexpected conditions or problems could cause delays.

3. If a box is checked below, Roto-Rooter is providing a service guarantee on the terms provided with this proposal.

	Commercial	Residential
Main/Branch Lines	<input checked="" type="checkbox"/> 30 Days	<input type="checkbox"/> 6 Months
Toilet Auger	<input type="checkbox"/> 24 Hours	<input type="checkbox"/> 7 Days
Plumbing Repair	<input type="checkbox"/> 90 Days	<input type="checkbox"/> 6 Months
Plumbing Replacement	<input type="checkbox"/> 90 Days	<input type="checkbox"/> 1 Year
Extended Guarantee	NA	<input type="checkbox"/> 1 Year

4. THE TERMS AND CONDITIONS PROVIDED WITH THIS PROPOSAL WILL BE BINDING ON THE PARTIES.

5. This proposal may be withdrawn by Roto-Rooter if not accepted within \_\_\_\_\_ days. This proposal constitutes the entire agreement between the parties, and no modifications will be valid unless in writing and signed by both parties.

6. Other \_\_\_\_\_

Respectfully Submitted:

Signature	<u>Rick Keys</u> Printed Name	<u>4/18/2013</u> Date
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ACCEPTANCE OF PROPOSAL

**RIGHT TO CANCEL (Illinois residents):** You, the consumer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation for an explanation of this right.

**WORK ORDER AUTHORIZATION / WAIVER** I hereby acknowledge receipt of the Notice of Cancellation. I have asked Roto-Rooter to provide services. In order to induce Roto-Rooter to provide these services: 1) I initiated the negotiation and contract; 2) I executed this contract in connection with the making of emergency or immediate necessity repairs or services necessary for the immediate protection of persons or real or personal property detailed on this form; and 3) I expressly acknowledge and waive the right to cancel this contract with three business days. I authorize the services above and agree to pay the amounts indicated. I have read and agree to the terms attached, including the limits on Roto-Rooter's responsibility and the notice of cancellation specified in those terms.

Signature	Printed Name	Date
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CUSTOMER COPY

## Roto-Rooter Services Company Terms and Conditions

The following terms apply to all work performed by Roto-Rooter Services Company or its affiliates ("us") for the customer indicated on first page of this proposal ("you").

1. **Your Responsibilities.** You agree to (a) remove any hazards, obstructions or dangerous conditions around the job site not caused by our work, (b) limit access to the job site so that people not working on our job are not exposed to dangerous conditions relating to our job, (c) place appropriate warnings to warn of dangerous conditions when we are not on the job site, and (d) provide us with adequate access.
2. **Exceptions to Our Responsibilities.** We are not responsible for (a) personal injury, property damage or other damage or loss to you or others arising out of our work, except to the extent caused by our negligence or failure to perform the work in accordance with the contract between us; (b) defective, damaged, or deteriorated lines, mold, lead piping, or other unexpected or undisclosed conditions, and the consequences of such conditions, including delays, broken fixtures or lines, and lodged equipment (if we encounter such a condition, we may stop work, and you will pay us a reasonable charge for the work performed); (c) the time required to complete our work with reasonable diligence; (d) unless explicitly stated in writing, any damage necessary to complete our work, including damage to landscaping, walls, painting, tile or concrete or similar items; (e) damage caused by the removal of any clean out, drain cover or cap; or (f) tasks we perform in accordance with your specific instructions.
3. **Release and Hold Harmless.** You release us from (and if you are a commercial customer, you will defend and indemnify us and hold us harmless against) all damages, claims, demands, settlements, judgments, liabilities, costs and expenses, including reasonable attorneys' fees, allegedly arising out of (a) breach of your responsibilities under paragraph 1, or (b) matters for which we disclaim responsibility under paragraph 2.
4. **Our Guarantee.** If we provide a parts or equipment guarantee, as your exclusive remedy, we will give you the benefit we receive, if any, under the manufacturer's warranty. If we provide a service guarantee, it covers only drainage failure in the line serviced, and defective plumbing workmanship, during the guarantee term. As your exclusive remedy under our service guarantee, we will, at our option, either do the work again at no labor cost or refund your payment. Guarantees do not apply to problems arising out of main sewer line backup or improper, abnormal or unanticipated use or conditions. Except as explicitly stated in writing, we are not giving any guarantees or making any warranties. **WE DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** For problems or inquiries, you should contact our General Manager at the phone number listed on the front of our proposal.
5. **Limitation of Damages.** Our liability to you for any claim arising out of our work on any job (other than a claim permitted by these terms for personal or bodily injury) will in no event exceed three times the amount you actually pay us for the work on that job. **EXCEPT FOR A CLAIM PERMITTED BY THESE TERMS FOR PERSONAL OR BODILY INJURY OR PROPERTY DAMAGE, YOU WAIVE ANY RIGHT TO RECOVER INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, OR DELAY DAMAGES.**
6. **Payment Terms.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If you fail to pay us any amount when due, we will charge you interest on the amount due at the rate of 1.5% per month (but not exceeding the highest rate legally permissible). You will reimburse us for the reasonable attorneys' fees we incur in all stages of collection.
7. **General.** These terms are part of our contractual agreement and will prevail over any inconsistent terms in any other agreement between us, including the terms of any purchase order, and may be modified only in a written instrument signed by both of us which specifically refers to the provisions to be modified. If any of these terms is held invalid or unenforceable, the remaining provisions will not be affected and will continue to apply.

### HOW TO RESOLVE A PROBLEM

- Contact the manager at your Roto-Rooter office. Everything will be done to resolve your problem at the local level.
- If your problem cannot be resolved locally, please contact Pat Swanson, Customer Service Coordinator, in our national headquarters:

Roto-Rooter Services Company

or email [pswanson@rrsc.com](mailto:pswanson@rrsc.com)

2500 First Financial Center, 255 East Fifth Street, Cincinnati OH 45202

### NOTICE OF CANCELLATION

(For Illinois residents)

You may cancel this transaction without any penalty or obligation within three business days from the date stated on the front of this form. If you cancel, any property traded in, any payments made by you, and any negotiable instrument executed by you under the contract or transaction will be returned within 10 business days following receipt by the Seller of your Cancellation Notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the Seller at your residence in substantially as good a condition as when received, any goods delivered to you under this contract or transaction, or 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 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 the performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of the Cancellation Notice or any other written notice to Roto-Rooter at the address on the top of the proposal form not later than midnight of the third business day after the date of this transaction as stated on the form.

I HEREBY CANCEL THIS TRANSACTION

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)