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# Proposal

DatabaseID=4528252E22203E494E565920|ContactID=2E5930252020315639462321|Wednesday, October 17, 2012 Proposal # **QUO-310673**

Big Lots, Inc.

300 Phillipi Road

Columbus, OH 43228

Attn: Ashley Miller

Job Site: Big Lots #1363

13852 Red Hill Ave

Redhill Village

Tustin, CA 92780

Dear Ashley,

As you requested, please review the following proposal to replace drinking fountain.

**Scope of Work**

* Supply all labor and materials to complete the specified work.
* Set up work area and remove bad drinking fountain.
* Supply and install new drinking fountain Model #Acorn Aqua A111108F. (Warranty: One year labor, one year on evaporator can assembly, thermostat, fan motor, cartridge, push buttons, compressor starting relay/overload/capacitor and activation linkage, five years on compressor, condenser coil and refrigeration coil.)
* Make all final connections.
* Turn water back on and test new fountain for leaks.
* Haul away all debris related to the specified work.

**Note: All work will be performed during normal business hours Monday – Friday 7 am to 6 pm.**

**Proposal Total … $1494.00**

**Breakdown:**

**Incurred charges…$265.00**

**Labor…$660.00**

**Material…$569.00**

Thank you for the opportunity to provide you with this quote. Please do not hesitate to call with any questions you may have.

Sincerely,

Elsa Rios

Should you find the proposal acceptable please sign and date at bottom of page 2 “General notes and Terms”, and return to corporate office at fax #888-533-9223 or email “[erios@aaapropertyservices.com](mailto:erios@aaapropertyservices.com)”.

For purposes of brevity, AAA Property Services a DBA of AAA Electrical & Communications, Inc., is herein referred to as “Seller” and the Customer is designated as “Purchaser”

General Notes and Conditions:

In case of any legal action taken by Seller against Purchaser in connection with or relating to this contract, Purchaser agrees to pay all collections costs, including reasonable attorney fees, 2% each month delinquent charges and a legal rate of interest. It is understood and agreed that the Seller is not to be held liable to any director consequential damages or losses resulting from the operation or use of the equipment and materials furnished or installed by the Seller or from any other occurrence of any kind or character, and it is further understood that the Seller is not to be held responsible or liable to any loss or damage which is incurred as a result of any delay due to strikes, fires, acts of God, or damage to the equipment due to any air pollution, or other matters beyond the control of the Seller.

In the event the building in which this contract is to be performed is not owned by Purchaser, the Purchaser agrees to make all necessary arrangements and secure the approval, or the permission of the building owner for this work, and Purchaser agrees to hold the Seller harmless from any claims or damage sought by the building owner as a result of, or arising from, the installation or removal of the equipment, or work.

AAA offers a one (1) year warranty on labor, unless otherwise specified in proposal. Material is based on manufacturer’s warranty.

“Notice to Owner”

Section 7019 - Contractor's License Law

Under the Mechanics Lien Law, any contractor, subcontractor, laborer, material man or other person who

Helps to improve your property and is not paid for his labor, services or materials, has a right to enforce

his claim against your property.

Under the law, you may protect yourself against such claims by filing, before commencing such work of

improvement, and original contract for the work of improvement or a modification thereof, in the office of

the county recorder of the county where the property is situated and requiring that a contractor's payment

bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or material for the work described in said contract.

This Document is hereby incorporated by reference into any existing Services Agreement between the same parties and the promises described herein shall be governed by the terms and conditions of that Services Agreement.

**This proposal is valid for 60 days from the above date.**

Our proposal assumes that the existing construction is up to current codes unless specifically mentioned in the estimate. Should work be required to meet current codes we reserve the right to issue a change order on any work required. The above price is based on work to be performed during normal business hours (6am to 6pm) unless otherwise specified. AAA Electrical & Communications does not include permit costs or other government fees in our estimates unless the estimate specifically says otherwise. These items will be billed at our cost.

Proposal # **QUO-310673** Approval\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_