Gas Fitting-Certification/Orsat Testing-Hot Water/Boilers-Forced Air-Air Conditioning

Neil Heating

PO Box 29292
Minneapolis MN 55429

Proposal **Date 2-17-22

To:
Ayecheun Tea
Oudam Tea
571 33rd Avenue South Unit 11
Minneapolis MN 55417-2864

E mail" aychoeuntea

Job Location:
318 Edmund Avenue East
St.Paul MN

We propose the following services to code:

Stage 1

1. Pull Permits for whole house gas
    a. Temporary furnace
    b. New furnace 96% direct vent
    c. Kitchen stove
    d. Water heater access for plumber

Stage 2

1. Pull warm air permit for whole house duct system
2. Permit for 3 exhaust fans

Stage 3

1. Install temporary heat and new gas lines
2. Have City Inspector to approve temp heat and new gas lines

Stage 3

1. Sheet Metal rough in
2. Including concealed gas, sheet metal runs, and all other concealed electrical plumbing etc

Stage 4

1. Install furnace and install all gas appliances

TERMS --

318 Edmund Ave E

- **COST $10,000.00**
- **IS ACCEPTED HE FOLLOWING TERMS WOULD APPLY:**

  - **$5000.00 50% Down on acceptance of quote**
  - **$2500.00 upon startup of system**
  - **$2500.00 Bal Due Upon completion our work and acceptance of inspection for our work (*not to exceed 3 business days)**

Note: *If your financing is being processed through another financial institution and/or individual(s)* --- It will be your responsibility to insure payment per the terms of above

Please note:

1. *All changes to existing equipment or additional installations required by city inspectors or requested by the homeowner,* which are not included in this proposal, therefore may become an additional charge over and above the amount stated on this proposal, and will be bid separately
2. *We will use the utmost care not to do damage to the property (i.e. plaster damage).* However, if damage does occur because of the installation and/or repair it will not be our responsibility to fix unless we are grossly negligent.
3. *If the customer requests us to delay an inspection* – scheduled payment is due within 3 business days from the date of the completion of each stage
4. *If the customer delays our work after we have started* and we are unable to complete the work at the promised deadline -- all promises of completion deadlines are void.
5. *Any electrical work* to be done by others- separate quote by electrician
6. *See Additional Conditions*

Please fill out the following information – thank you!

➢ PROPERTY OWNER AND ADDRESS …..

○ no change – same name and address on proposal

Name: _____

Address _____

City, State, Zip code _____

Contact Number: _____

➢ CUSTOMER NFORMATION……

Emergency number: _____ Fax Number: _____

E-mail address: _____ Lock Box combo: _____

➢ BILLING ADDRESS…. ○ no change – same as address on proposal

Name: _____

Address: _____

City, State, Zip code: _____

Contact Number: _____

Accepted by (Customer): X _____ Please **Sign** your name here _____ Please **Print** your name here	Date: _____
Accepted by (Installer):	Date:
Down Payment: Check #_____ Amount $_____	Date:

Check name and address (if other than the customer listed above)			
Name:			
Address:	City:	ST:	Zip:
Home Phone:	Cell:	Fax:/e-mail:	

ADDITIONAL CONDITIONS

1. Acceptance of this Proposal by Buyer shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing the Seller to commence work or preparation for work will constitute acceptance by Buyer of this Proposal and all its terms and conditions. Quotation herein, unless otherwise stated, is for immediate acceptance and subject to change

2. The Seller shall be paid monthly progress payments on or before the 10th or each month for the value of work completed plus the amount of materials and equipment suitably stored applied to the contract sum less the aggregate of previous payments to the Seller. Final payment shall be due upon receipt of Invoice after the work described in this Proposal is substantially completed. Sales of materials are payable in cash on delivery of the goods.

3. No back charges or claim of the Buyer for services shall be valid except by the agreement in writing by the Seller before work is executed.

4. A FINANCE CHARGE OF 1-1/2 % per month which is an ANNUAL PERCENTAGE RATE OF 18% will be charged on all past due balances. All costs of collection including reasonable attorney's fees shall be paid by the Buyer.

5. If the Buyer fails to make payment to the Seller as herein provided, the Seller may stop work without prejudice to any other remedy he may have.

6. Buyer is to prepare all work areas so as to be acceptable for Seller's work under the contract. Seller will not be called upon to start work until sufficient areas are ready to insure continued work until job completion.

7. After acceptance of the Proposal as provided, Seller shall be given a reasonable time in which to make delivery of materials and/or labor to commerce and complete the performance of the contract. Seller shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including by not limited to: delays caused by the owner, general contractor, architect and/or engineers; armed conflict or economic dislocation resulting therefore; embargoes, shortages of labor, raw materials production facilities or transportation; labor difficulties, civil disorders of any kind: action of civil or military authorities; vendor priorities and allocations, fires floods accidents and acts of God

8. All workmanship is guaranteed against defects in workmanship for a period of one year from the date of installation. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller will not be responsible for special, incidental, or consequential damages. Seller shall not be responsible for damage to its work by other parties. Any repair work necessitated by caused damage will be considered as an order for extra work. Our responsibility for damage or loss in transit ceases upon delivery in good condition to a public carrier.

9. Work called for herein is too performed during Seller's regular working hours. Overtime rates will be charged for all work performed outside such hours at extra cost.

10. All material shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, and texture and performance standards.

11. Notwithstanding any provision contained in Proposal or the contact documents between Owner and Contractor, Seller may file a lien or claim on its behalf in the event that any payments to Seller is not make as when provided for by the agreement.

12. This contract allows the master to use subcontractors and there licenses and insurance if needed

13. The subcontract form used between the Seller and the Buyer will be the current AIA Standard Form Subcontract Document A401. Where there is a conflict between provisions of either the AIA Subcontractor Form, or the contract documents between Owner and Contractor and the Proposal, then this Proposal shall govern.

14. The Buyer shall furnish all temporary site facilities including suitable covered storage space and hoisting at no cost to Seller

15. The Buyer shall make no demand for liquidated damages for delays or actual damages in any sum in excess of such amount as may be specifically named in the Proposal and no liquidated damages my be assessed against the Seller for delays or causes attributed to other contractors or arising outside the scope of this Proposal.

16. Buyer shall purchase and maintain property insurance upon the full value of the entire work and/or materials to be supplied which shall include the interest of the Seller.

NOTICE OF LIEN WAIVER RIGHTS

A) Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved land if they are not paid for their contributions, even if the parties have no direct contractual relationship with the owner.

Minnesota permits the owner to withhold from his contractor as much of the contract price as may be necessary to the demands of all lien claimants, pay directly the liens and deduct the cost of them from the contract price, or withhold amount from his contractor until the expiration of 120 days from the completion of the improvement unless the contractor furnishes the owner waivers of claim for mechanics' liens signed by persons who furnished and labor or material for the improvement and who provide the owner with timely manner.