



Tony Verga
 Illinois: 630.631.0684
 Indiana: 219.200.3011
 tony.verga@technometalpost.com
 Web: www.technometalpost.com

Quote

Date	Estimate #
9/13/2018	09013513

Customer/Address	Project
City of Aurora Attn: Purchasing Division 44 East Downer Place Aurora, IL 60507 Quote for: IB 18-54 Outlook Deck Helical Piers	"Informal Solicitation IB 18-54 Outlook Deck Helical Piers"

Description	Qty	Rate	Total
TMP P3 Dual Helix 8/10 7ft, Galvanized Helical Pile	11	1100	\$ 12,100.00*
TMP P3 7ft Galvanized Extension	11	475	\$ 5,225.00
Galvanized Saddle Bracket to Customer Specifications	11	50	\$ 550.00
Assorted Bolts and Nuts Included			
Labor and Welding Included			
*Price based on standard depth up the 7 feet, if bearing soil is not reached and extensions are required at additional cost at \$58 per foot.			
Total			\$ 17,875.00

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 follows: 50% of total estimate prior to start of job or full payment of special order hardware. Balance of payment due upon completion of work.

Make Checks Payable to: TMPI, 415 West Aldine, Unit 4B, Chicago Illinois, 60657
 All Credit Cards Accepted: Credit Processing Fee, 3.5%

Prepared by: Tony Verga 09/13/2018

Accepted by: _____ Signature: _____ Date: _____

Please provide for sufficient notice prior to start of job. Larger or unique jobs may require the manufacture and delivery of additional product which can take up to 30 days. Owner must provide reasonable access to work area. Owner is responsible to stake or make arrangements to stake pile locations.

Customer Signature: _____ Date: _____

TERMS & CONDITIONS.

In addition to the terms and conditions of the face of this document, it is agreed:

- 1, **OFFER, GOVERNING PROVISIONS & CANCELLATION.** This Estimate by Techno Metal Post Illiana, LLC ("Contractor") to provide the products and/or services described herein to the purchaser ("Owner") on the face side of this Estimate expires 30 days from its date, unless a different time frame is set forth on the face side hereof. This contract and these terms and conditions, shall constitute the entire agreement between contractor and owner, and shall be governed by and construed according to the internal laws of the State of Illinois or Indian. You may cancel this agreement by mailing a written notice to TECHNO METAL POST ILLIANA, LLC before the midnight of the third business day after you signed this agreement. No verbal understandings are to be recognized.
- 2, **CHANGE OF WORK ORDERS.** Any alteration or deviation from the specifications herein must be in writing by both parties. Any alteration or deviation involving extra costs of material or labor will become an extra charge over the sum mentioned in this contract. Any changes to estimate after any product was custom ordered having been delivered or is in route to the customer/contractor will result in a restock fee based on the cost of the said materials. Stenographical and clerical errors are subject to correction.
- 3, **COMPLETION & DELAY.** All quoted start, work or completion dates and/or periods are approximate. Contractor shall not be liable for any damage as a result of any delay due to any cause beyond contractor's reasonable control, including but not limited to any act of God, act of Purchaser, fire, accident, strike, slowdown, delay in transportation, or delayed delivery by suppliers. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.
- 4, **HIDDEN CONDITIONS.** This contract does not contemplate the encountering of underlying soil; underground utilities, unsuitable or unusual conditions during construction, unless noted in the estimate. Should these conditions be encountered, upon owner notification and approval, the owner may be charged for the extra work incurred. Contractor is not responsible for extra costs due to poor soil or access. Owner is responsible for marking all buried utility lines, both public and private including but not limited to: gas, electric, propane, water, sewer or septic lines, phone, cable & satellite TV, pet containment systems, in ground irrigation (sprinkler systems). Unless noted otherwise, this estimate does not include labor or material for any frost breaking or thawing.
- 5, **INSURANCE. TECHNO METAL POST ILLIANA, LLC** shall purchase and maintain workers compensation insurance with respect to the work to be provided herein. The owner shall purchase and maintain insurance, which shall include the interest of TECHNO METAL POST ILLIANA, LLC insuring against wind, driven rain, fire, tornado, windstorm, drought or other perils, extended coverage, vandalism and malicious mischief. The contractor is not responsible for preexisting soil defects or for the structures to be placed on top of the helical piles. Owner shall be responsible for material after it is delivered to job.
- 6, **PERMITS.** It is the responsibility of the owner to obtain and display any/all permits required by the state or local municipality.
- 7, **MATERIALS & WORKMANSHIP.** All material is warranted per the manufacturer. Workmanship is warranted against defect for one (1) year. All labor and material is considered accepted as satisfactory unless contractor is notified in writing within ten (10) days after the work is performed.
- 8, **DAMAGES.** The contractor will not be responsible for damage to existing structures, windows, oil droplets in driveways, sidewalks, patios, hairline fractures or scratches in concrete or blacktop drives and walks, or damage to lawns, plants or shrubbery as the result of typical installations. If excessive damage is caused by contractor, contractor will repair or replace damaged area only at contractors' expense. Any claim for property damage is conclusively waived unless contractor is notified in writing within five (5) days of the occurrence. Not responsible for damage to material/helical pile after installation.
- 9, **SERVICE FEES.** A \$25 service fee, plus 1.5% of the outstanding balance will be charged on all accounts past 30 days, and will continue to be added each consecutive month until entire balance and accumulated service fees, plus interest are paid in full (unless otherwise noted). In the event it becomes necessary for the contractor to institute collection proceedings, all costs incurred by contractor, including reasonable and actual attorney's fees shall be paid by the property owner or owner's agency and shall be added to the amount as described above.
- 10, **NON-PAYMENT.** Non-payment of total invoiced amount in full upon completion, or terms as noted, voids any and all workmanship guarantees/warranties.
- 11, **SUBSTANTIAL COMPLETION.** Substantial Completion means the Work will be ready for the purpose for which it was intended and/or the occupancy permit or other government approval, if required, is issued, whichever occurs first. Substantial Completion can be reached even though items may then be outstanding and warranty periods may not have expired.

NOTICE OF LIEN RIGHTS

As required by the Illinois and Indiana Construction Lien Law, Techno Metal Post of Illiana, LLC (TMP) hereby notifies buyer that TMP and/or other persons and companies furnishing labor materials for the construction on buyer's land may have lien rights on buyer's land and buildings if not paid. Those entitled to lien rights, in addition to undersigned TMP, are those who contract directly with buyer, or those who give owner notice sixty (60) days, after they first furnish labor or materials for the construction. Accordingly, buyer will probably receive notices from those who furnish labor or material for the construction, and should give a copy of notice received to his mortgage lender, if any, to see that the potential lien claimants are duly paid. TMP agrees to cooperate with the owner and the owner's lender, if any, to see that all potential

lien claimants are paid.