

Proposal For:

5 E. Downer Place Aurora, IL 60505 Two (2) Hydraulic Elevators

February 8, 2017

City of Aurora Attn: Jim 44 E. Downer Place Aurora, IL 60507

Email: jbirchall@aurora-il.org

Suburban Elevator Company proposes to furnish the necessary material and labor to perform the following work on your elevator at the above subject building.

- 1. Furnish and install new microprocessor controller.
- 2. Furnish and install new tape selector.
- 3. Furnish and install new hall buttons.
- 4. Furnish and install new car station with emergency phone and light.
- 5. Furnish and install new limit switches.
- 6. Furnish and install new inspection station.
- 7. Furnish and install new car top hatch switch.
- 8. Furnish and install new traveling cable and wiring throughout.
- 9. Furnish and install car light disconnect switches.
- 10. Full load test on elevator, inspect and return to service.
- 11. Fire recall work not included.

Suburban Elevator will provide all above mentioned work, labor and material for the cost of <u>\$87,000.00</u> (\$43,500.00 per elevator).



Terms and Conditions

Unless this proposal is accepted within sixty days from date, it shall be considered automatically withdrawn.

All material and work guaranteed to be first class in every particular, but the company shall not be held responsible for work done, apparatus furnished or repairs made by others, nor for the conditions of any part not furnished under this proposal.

The company shall not, in any event, be held responsible or liable for any loss, damage, detention, or delay caused by fire, floods, strikes, nor any other cause beyond its control, nor in any event for consequential damages. Should damage occur to the company's material or work on the premises by fire, theft, or otherwise, if not the not the company's fault, the purchaser is to compensate us therefore. Additionally, the purchaser agrees to provide a safe working environment for the performance of this work. The company reserves the right to discontinue the work in the building should this provision be violated.

Unless otherwise agreed, it is understood that the work shall be done during regular working hours of regular working days. If overtime work is mutually agreed upon and performed, the additional price for such overtime work usually charged by the company shall be added to the contract price named above. The company reserves reconstruction of invoices for this purpose.

It is expressly understood, in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that the company or its employees shall have responsibility for or that the purchasers responsibility for accidents to persons riding or being in or about the elevators referred to is in no way effected by this agreement.

It is agreed that all the apparatus furnished hereunder can be removed without material injury to the freehold, and the company retains title thereto until final payment in cash is made, with the right to retake possession of the same or any part thereof at purchasers cost if default is made by the purchaser in any of the payments, irrespective of the manner of attachments to the realty, the acceptance of notes, extension of time for payments, or the sale, mortgages, or lease of the premises.

We hereby guarantee the material and workmanship of ONLY the apparatus furnished by the company under this contract, and the company will make good any defects not due to ordinary wear and tear or to improper use or care does not guarantee any minimum volume of sound or noise (electrical or audible) produced by the equipment.

Payments not received after 90-120 days shall be considered a breach of contract and the company may terminate this agreement giving 15 days notice. The purchaser agrees to pay all cost incurred to collect past due accounts not limited to legal fees, collection fees and interest.

The purchaser agrees to pay, as an addition to the price herein quoted, the amount of any tax based upon transfer, use, ownership, or possession of the equipment imposed by any law enacted after the date of this proposal or imposed upon the purchase or company by any existing law.

It is expressly agreed that there are no promises, agreements, or understandings outside of this contract, and that no change in, or addition to the terms or provisions hereof shall be made, except with the written consent of both the company and the purchaser.

All salvage rights for equipment disconnected, replaced, or removed shall belong to the company.

All provisions of this contract, including but not limited to those dealing with payment and possession, are binding against the owner of subject building and/or the herein named purchaser.

Purchaser must provide (if necessary) phone line, smoke sensors, shunt trip breakers, main line disconnects, car light disconnects, legal machine room and legal hoistway. If needed, barricades to be provided and maintained by others.

Payment shall be made pro-rata per elevator as follows: 20% upon acceptance, 70% upon completion, and balance of 10% due after completion of the final elevator.

Respectful	ly Submitted,	
Suburban	Elevator Company	
Ву	Carmen Galante	
Accepted		
Зу		5 E. Downer Modernization
Title		February 8, 201
Date		5 No. 24 Sec.