

**ANDERSON ELEVATOR CO.**

South West Industries, Inc.
2801 South 19th Avenue, Broadview, IL 60155
708/345-9710 FAX 708/345-9507

Quote Date	Quote #
9/18/2018	QUO-00157-H8Q2Q0

PROPOSAL

To: Oak Park Parking Garages
123 Madison Street
Oak Park, IL 60302

Attention: Paul Sturdivant

Re: Holley Court Parking (1125 Ontario)

Furnish and install labor and material to fulfill the following scope of work:

- Due to underground cylinder failure, Anderson Elevator will secure the cab in the hoistway, remove the existing cylinder.
- After removal of the cylinder, the hydraulic packing head unit will be removed from the failed cylinder.
- Existing cylinder head will be attached to a new cylinder .
- The new cylinder will be attached to a new cylinder.
- The new cylinder will be installed beneath the elevator and attached to the elevator car bottom.
- All necessary testing will be performed.

EXCAVATION CLAUSE

The contract price includes excavation of hole to accommodate the plunger and cylinder and is based on encountering soil free from rock, boulders, building construction members, sand, water, quicksand, underground caves or any other obstructions of unusual conditions when installing the jack. Should such obstructions or unusual conditions be encountered, the contract price will be increased by the amount of additional labor at our usual rates and the actual material and incidental expense.

PRICE: \$52,985.00

TERMS: Net 30 - **Proposal Price Valid for 90 Days**

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The undersigned accepts this proposal and all its terms and conditions.

Company: Oak Park Parking Garages

Submitted By: Anderson Elevator Co.

By: _____

By: Mike Gibbs

Title: _____

Title: CEI

Date: _____

Date: 9/18/2018

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CONDITIONS OF PROPOSAL

Acceptance of this proposal by Buyer shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Any of the Buyer's terms and conditions in addition or different from this proposal are objected to and shall have no effect. Buyer's agreement herewith shall be evidenced by Buyer's signature hereon or by permitting ANDERSON to commence work for project.

1. ANDERSON shall be paid monthly progress payments on or before the 15th of each month for the value of work completed plus the amount of materials and equipment suitably stored on or off site. Final payment shall be due 30 days after the work described in the proposal is substantially completed. No provision of this agreement shall serve to void ANDERSON'S entitlement to payment for properly performed work or suitably stored materials.
2. The Buyer will withhold no more retention from ANDERSON than is being withheld by the Owner from the Buyer with respect to ANDERSON'S work.
3. All sums not paid when due shall bear interest at the rate of 1 1/2% per month or the maximum legal rate permitted by law, whichever is less; and all costs of collection, including reasonable attorney's fees, shall be paid by Buyer.
4. Nothing in this subcontract agreement shall require ANDERSON to continue performance if timely payments are not made to ANDERSON for suitably performed work or stored materials.
5. No back charges or claim of the Buyer for services shall be valid except by an agreement in writing by ANDERSON before the work is executed, except in the case of ANDERSON'S failure to meet any requirement of the subcontract agreement. In such event, the Buyer shall notify ANDERSON of such default, in writing, and allow ANDERSON reasonable time to correct any deficiency before incurring any cost chargeable to ANDERSON.
6. Buyer is to prepare all work areas so as to be acceptable for ANDERSON under contract. ANDERSON will not be called upon to start work until sufficient areas are ready to insure continued work.
7. ANDERSON shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. ANDERSON shall not be responsible for delays or defaults where occasioned by any causes of any kind and extend beyond its control, including but not limited to: delays caused by the owner, general contractor, architect and/or engineers; delays in transportation; shortage of raw materials; civil disorders; labor difficulties; vendor allocations; fires; floods; accidents and acts of God. ANDERSON shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations.
8. All workmanship is guaranteed against defects in workmanship for a period of ninety (90) days 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. The exclusive remedy shall be that ANDERSON will replace or repair any part of its work which is found to be defective. ANDERSON will not be responsible for special, incidental, or consequential damages. ANDERSON shall not be responsible for damage to its work by other parties or for improper use of equipment by others.
9. Work called for herein is to be performed during ANDERSON'S regular working hours. All work performed outside of such hours shall be charged for at rates or amounts agreed upon by the parties at the time overtime is authorized.
10. Any notice or written claim required by the contract documents to be submitted to the Buyer, on account of changes, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Buyer to satisfy the requirements of the contract documents and its contract with the Owner, notwithstanding any shorter time period otherwise provided.
11. The subcontract form used between ANDERSON and the Buyer will be the AIA Standard Form Subcontract Document A401 (1978 edition). Where there is a conflict between provisions of either the AIA Subcontract Form, or the contract documents between the Owner and Buyer and this Proposal, then this Proposal shall govern.
12. Nothing in this agreement shall serve to void ANDERSON'S right to file a lien or claim on its behalf in the event that any payment to ANDERSON is not timely made.
13. The Buyer shall furnish all temporary site facilities including suitable storage space, hoisting, temporary electrical and water at no cost to ANDERSON.
14. The Buyer shall make no demand for liquidated damages for delays or actual delays in any sum in excess of such amount as may be specifically named in this Proposal and no liquidated damages may be assessed against ANDERSON for more than the amount paid by the Buyer for unexcused delays to the extent caused by ANDERSON.
15. Buyer shall, if the Owner does not, purchase and maintain all risk insurance upon the full value of the entire work and/or materials delivered to the job site which shall include the interest of ANDERSON.
16. ANDERSON will acquire all necessary permits. Cost of permits will be the responsibility of the owner.
17. Any damage caused to the elevator equipment as a result of government required testing performed by ANDERSON shall be the responsibility of the owner.