



Date: 9/25/2014

RE: 2nd Ave. Parking
108 2nd Ave.
Franklin, TN 37064

We are pleased to provide our proposal to furnish material and labor to accomplish the following work: We will re-pipe the hydraulic line that is currently leaking that serves the parking garage elevator. The old line will be cut off and abandoned underground, the new line will be 2" heavy wall welded black iron pipe and will be run overhead in the parking garage. We also include the required hydraulic fluid to bring the elevator back into service.

Our price to accomplish this work is **Seventeen Thousand Four Hundred and Twenty Five Dollars (\$17,425.00).**

For work of this limited nature and short duration, we will require your acceptance of this proposal. If execution of other contract documents and retainage is required, add twenty-five percent (25%) to above pricing.

This proposal, together with the terms and conditions printed below hereof and which are expressly a part of this proposal and agreed to, when signed and accepted by the Purchaser and approved by an officer or authorized representative of Nashville Machine Company, Inc. shall constitute exclusively and entirely the contract between the parties and all prior representations or agreements, whether written or verbal, not incorporated herein, are suspended. No changes in or additions to this agreement will be recognized unless in writing and properly executed by both parties.

Respectfully submitted,
NASHVILLE MACHINE ELEVATOR COMPANY

Signed and Accepted: _____
(Date)

By: Larry Yarbrough
Larry Yarbrough, Modernization Sales

Purchaser _____

Approved and Accepted for
Nashville Machine Elevator Co. _____
(Date)

By: _____
Signature of Authorized Official

By: _____
Sam Chitty, General Manager

TERMS AND CONDITIONS

1. If a performance and payment bond is required, the additional cost is \$7.75 per thousand dollars of contract value.
2. No additional work for the general contractor or other trade is included or will be performed without written authorization by person(s) with binding authority. The elevator(s) will not be scheduled for final inspection or turned over for beneficial use by the general contractor or owner until the contract amount and any extra authorized work is paid up to retainage.
3. Our price is based on utilizing a two-man team consisting of a journeyman and an apprentice. All work will be scheduled during the regular working hours of the elevator trade, (Monday-Friday, 7:00 AM to 3:30 PM).
4. A staging area for the elevator equipment is required at the lowest landing of the hoistway for the elevator installation.
5. If the elevator system fails state inspection (if required) more than two times due to incomplete work by other trades, any additional re-inspections will cost **ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250.00)** each.
6. Nashville Machine Elevator Company, Inc. will not indemnify and hold harmless the owner, general contractor, servants or employees of the above or any other party for losses, costs, expenses, damages or injury of any kind from actions which are not directly related to the elevator installation or the actions of our employees.
7. The Owner / Contractor agrees to pay Nashville Machine Elevator Company, Inc. (herein after called the Sub Contractor) for the described work, subject to additions and deductions in accordance with approved written agreed upon change orders.
8. The Owner / Contractor is obligated to pay each invoice by the Sub Contractor whether it be a partial or final billing within thirty (30) days from the receipt of the said invoice. All balances not paid within the specified thirty (30) day grace period will have a 1½ % interest imposed on the unpaid overdue balance and this will compound monthly on the overdue amount until it is paid in full.
9. The Sub Contractor, by accepting final payment, waives all claims that he might have against the Owner or Contractor.
10. Should the Owner / Contractor default in any provision of this agreement and should the Sub Contractor employ an attorney to enforce any provisions hereof or to collect damages for breach of this agreement, the Contractor agrees to pay the Sub Contractor such reasonable attorney fees as he may expend therein.
11. The Sub Contractor agrees to furnish the Owner / Contractor a certificate of insurance showing proper coverage on worker's compensation, public liability and property damage.
12. The Owner / Contractor reserves the right to order work changes in the nature of additions, deletions, or modifications without invalidating this contract and agrees to make corresponding adjustments in this contract price. All changes will be authorized by a written change order signed by the Owner / Contractor and agreed upon by the Sub Contractor. No extra work or changes in this contract will be recognized unless such changes are agreed to in writing before the work is done or changes made.
13. The Sub Contractor represents and warrants to the Owner / Contractor that all equipment and materials used in this project are of excellent quality and free of defects. The Sub Contractor further warrants and assures the Owner / Contractor that all work performed by him and materials supplied by him and those working under him will be performed in a good and workmanlike manner and all warranties shall continue for a period of one (1) year after the completed installation unless it is deemed that the equipment was misused, vandalized or damage caused by acts of nature. All service work performed during the warranty period will be at regular business hours 7:30 a.m. – 3:30 p.m. Monday – Friday. If it is deemed an emergency and work must be performed after hours or during holidays, the labor will not be covered under the warranty and will be billed at the standard overtime rate.
14. Both the Owner / Contractor and the Sub Contractor have read and fully understand all provisions of this agreement.
15. The Owner / Contractor and Sub Contractor for themselves, their successors, executors, administrators, heirs and assigns hereby agree to the full performance of the covenants of this agreement and further agree that they shall be bound by all of its terms and conditions.