



**NASHVILLE MACHINE
ELEVATOR COMPANY**

#7697

COF CONTRACT No. 2018-0044

Date: 2/1/2018

RE: City of Franklin limited access card reader alternate

Below are the details of our proposal to furnish material and labor to accomplish the following work.

The price listed below is to provide and install security cable. The cable will be terminated in the car pushbutton station inside the elevator and in the elevator machine room. We will also interface the cable with the limited access system and the elevator controller. Limited access system, including card reader and controller, is by others.

Our price to accomplish this work is \$8,500.00 (total of items above for one elevator)

It is our company policy to require a 50% deposit upfront for special ordering of parts. Please plan accordingly when reviewing this contract.

Our pricing is net, includes all necessary taxes, and is subject to change if not accepted within ninety (90) days.

Lead time after approval of proposal is 4-5 weeks.

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.

Elender Yarbrough
Modernization/Repair
Nashville Machine Elevator Co.
520 Interstate Blvd. South
Nashville, TN 37210

Signed and Accepted:

9/7/2018
(Date)

Purchaser

E. S. Stuckey

Cell Phone: 615-879-0422

E-mail: eyarbrough@nashvillemachine.com

TERMS AND CONDITIONS

520 Interstate Blvd., South
Nashville, TN 37210

Phone: 615.256.5251

REMIT TO:
P.O. Box 101603
Nashville, TN 37224-1603

alternate

COF CONTRACT No. 2015-0044

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.
WE CAN ONLY BE LIABLE FOR OUR ACTS & NEGLIGENCE
6. **Nashville Machine Elevator Company, Inc. will not indemnify and hold harmless the owner, general contractor, tenants 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 ^{City} 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 ^{City} 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 1 1/2 % 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 ^{the Sub Contractor} he might have against the ^{City} Owner or Contractor.
10. Should the ^{City} 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 ^{City} Owner / Contractor a certificate of insurance showing proper coverage on worker's compensation, public liability and property damage.
12. The ^{City} 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 ^{City} 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 ^{City} 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 ^{City} 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 ^{City} Owner / Contractor and the Sub Contractor have read and fully understand all provisions of this agreement.
15. The ^{City} 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.

only to the
extent
permitted
by TN law

Addendum

1. **Assignment.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. **Notices.** Any notice provided pursuant to this Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, upon receipt thereof; (b) if mailed, three (3) days after deposit in the mail of the country where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, upon such delivery; or (d) if by facsimile transmission or electronic mail, upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or such other address as either party may in the future specify in writing to the other).

Nashville Machine Elevator Company
520 Interstate Blvd., South
PO Box 101603
Nashville, Tennessee 37224-1603

City of Franklin Public Works Department
ATTN: Brad Wilson
109 3rd Avenue South
Franklin, TN 37064

3. **Indemnification.** Nashville Machine Elevator Company, at its own expense, shall indemnify, defend, and hold the City of Franklin, Tennessee, its officers employees, agents, directors, and officials harmless any and all costs, losses, damages, claims, suits or any liability whatsoever, including attorney's fees, resulting from injury including death, to person or damage to property arising out of, or in any manner connected with the contractor's use of CITY OF FRANKLIN, Tennessee property and from any violation of any applicable law or regulation arising out of or relating to this Agreement.
4. **Waiver.** Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.
5. **Severability.** If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

6. Entire Agreement. This Agreement constitutes the entire agreement between Nashville Machine Elevator Company, and the City of Franklin and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party.
7. Survival. These Terms and Conditions, and all provisions of this Agreement relating to the parties' obligations, rights and duties will survive the termination of this Agreement.
8. Applicable Law; Choice of Forum/Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice of law rules. The choice of forum and venue shall be solely in the Courts of Williamson County, TN.

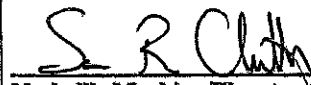
By signing this Agreement, both parties have read and fully agree to adhere to the terms and conditions stated above.


Eric S. Stuckey, City Administrator
City of Franklin

9-7-2018
Date

Approved as to Form by:


Tiffani M. Pope, Staff Attorney


Nashville Machine Elevator Company /s/
SAM R. CHITTY /GM
Printed Name, Title

09-10-18
Date