



TO: Larry Daily

Date: 8/22/2023  
Building: West Lafayette High School  
1105 Grant St.  
West Lafayette, IN 47906

Elevator(s) Make: Dover  
Certificate #(s): 40,120

**WE PROPOSE** to furnish labor and materials necessary to install and/or repair the elevator system(s) at the above described premises in accordance with the following, brief specifications:

**To upgrade one (1) hydraulic elevator with the following:**

- 1.) New Non-Proprietary Controller
- 2.) New #4 Stainless Steel Car and Hall fixtures
- 3.) New Door Operator, clutch, and light curtain
- 4.) New Hoistway Pick-up Rollers, Interlocks, and Keepers.
- 4.) New landing system
- 5.) New cartop inspection station
- 6.) New wiring throughout entire elevator
- 7.) 12 months warranty on all replaced equipment.
- 8.) Permit and Testing

**Work by others not included in price:**

- 1.) Any fire alarm work needed to bring elevator up to current code.
- 2.) Any electrical work to bring elevator up to current code.
- 3.) Any HVAC work to bring elevator up to current code.
- 4.) Any plumbing or sprinkler work to bring elevator up to current code.
- 5.) Security contractors.

**The above-described labor and materials shall be provided for the price of \$93,000.00**

**SEE ATTACHED PAYMENT TERMS**

All of the above-described labor and materials will be provided subject to the terms and conditions set forth on the reverse side hereof. This offer is to be accepted only by written acceptance from the Purchaser. No other contract and no agreement, consideration or stipulation, modifying or changing the tenor hereof shall be recognized or binding unless expressly approved in writing by DC Elevator. This offer is firm for a period of thirty (30) days or subject to revision by DC Elevator thereafter.

Purchaser shall indicate acceptance by executing and returning both copies to DC Elevator for approval. When this offer is executed by an authorized officer of DC Elevator, this offer will become a binding contract between the parties, and one signed copy of this document will be returned to Purchaser.

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

FOR: \_\_\_\_\_ BY: \_\_\_\_\_  
Purchaser's (Company) Full Legal Name Signature of Purchaser & Title

# DC Elevator

An American Elevator Group Company

ACCEPTED FOR DC ELEVATOR COMPANY, THIS 22nd DAY OF August, 2023.

BY: Josh Juhasz  
Authorized Representative

## TERMS AND CONDITIONS

This quotation is subject to change or withdrawal by DC Elevator prior to acceptance by Purchaser.

Purchaser agrees that 15% contract value for deposit shall occur when a contract is fully negotiated and executed. Once the deposit payment is received from the Purchaser, DC Elevator will order shop drawings for the project. Purchaser agrees that 25% of contract value shall be billed once shop drawings have been ordered and approved by the purchaser and DC Elevator. Once payment is received by DC Elevator, production will be released. Lead time for production shall begin upon receipt of payment and not submittal of approval drawings. Purchaser agrees that 30% of contract value shall be billed prior to the material shipping from the supplier to the job site or to DC Elevator. The installation for this project shall not begin until the Purchaser has fully paid for deposit, production, and material delivery (70% of contract value). Purchaser agrees that 25% of contract value shall be billed prior to labor/installation with monthly installments until final inspection. If the work is not completed within thirty (30) days, the Purchaser agrees to pay DC Elevator monthly installments until inspection. The amount of each monthly installment shall be equal to one hundred percent (100%) of all work scheduled. Purchaser agrees that 5% of contract value shall be billed prior to scheduling the final acceptance inspection. Purchaser agrees that 95% of the contract amount will be paid prior to final inspection and acceptance. Purchaser agrees to pay all such amounts within ten (10) days after receipt of DC Elevator's billing statements. Total contract value shall include one (1) pre-test prior to final acceptance test, and one (1) final acceptance test. Any additional pre-tests or acceptance tests may be considered an additional charge.

In addition to the agreed price for any material installed or services rendered, Purchaser shall be responsible for any excise, sales, use of similar taxes imposed by the laws of the United States or of any state, municipality, or other authority which DC Elevator may be required to pay, or to reimburse to others, by reason of the manufacture, ownership, use or sale of any material installed or services rendered hereunder and DC Elevator may invoice Purchaser therefore as DC Elevator may determine.

If any payments to be made by Purchaser is not paid when due, DC Elevator reserves the right to discontinue work without notice to Purchaser, and DC Elevator will have no duty to continue work until all payments are made current and DC Elevator receives adequate assurance that subsequent payments will be made in a timely manner.

Unless otherwise agreed in writing, all work to be performed under this Agreement shall only be during the regular working hours of DC Elevator's regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore shall be added to the contract price of this proposal (of the attached specifications).

Purchaser hereby agrees to indemnify DC Elevator for any damage that occurs to DC Elevator's material or work on the premises by fire, theft, or otherwise which did not result from the negligence of DC Elevator or its employees. DC Elevator shall not, under any circumstances, be liable by reason of this Agreement or otherwise, for any accident, injury or damage suffered by any person while riding upon or being in or about said elevators.

Under no circumstances shall DC Elevator be liable for any special, indirect or consequential damages of any kind including, but not limited to, loss of profit, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property whether in contract, in tort (including negligence), in warranty or otherwise.

DC Elevator shall not be responsible for damage or delays occasioned by the Purchaser or Purchaser's agent, acts of God, earthquakes, or other causes beyond the control of DC Elevator. The date of completion of the work shall be extended to take into account the delays thus caused.

DC Elevator warrants all new equipment, except vacuum tubes and lamps, to be free from defects in material and workmanship under normal use and service. The obligation of DC Elevator under this warranty is limited to replacing at the plant of DC Elevator any new part supplied herein of which DC Elevator receives written notice within one (1) year after final date of acceptance by Purchaser and of which an examination by DC Elevator discloses is defective. This warranty shall not be applicable to any other cost of replacement or repair including, but not limited to, the cost of installation of replacement parts. Any replacement parts provided here shall be warranted for ninety (90) days from date of installation to be free from defects in material and workmanship under normal use and service subject to the terms of this warranty.

This warranty is conditioned upon receipt of written notice by DC Elevator of the claimed defective part within the warranty period. This warranty shall not apply to any equipment which has been repaired or altered by a company other than DC Elevator in any way, so as to, in the judgment of DC Elevator, affect the condition or operation of the equipment. This warranty is also not applicable to any equipment which has been subject to misuse, negligence, or accident of whatsoever kind and nature.



THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF DC ELEVATOR WITH RESPECT TO THE EQUIPMENT OR ITS INSTALLATION, USE, OPERATION, REPLACEMENT OR REPAIR, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF DC ELEVATOR SHALL EXIST ONLY IF THE EQUIPMENT IS ERECTED, OPERATED AND TESTED WITH THE ASSISTANCE OF AN EMPLOYEE OF DC ELEVATOR, HAS BEEN SUBJECTED TO NORMAL USE FOR THE PURPOSE FOR WHICH THE EQUIPMENT WAS DESIGNED, HAS NOT BEEN SUBJECTED TO MISUSE, NEGLIGENCE OR ACCIDENT, AND HAS NOT BEEN ALTERED OR REPAIRED BY PERSONS OTHER THAN DC ELEVATOR IN ANY RESPECT WHICH, IN THE JUDGMENT OF DC ELEVATOR, AFFECTS THE CONDITION OR OPERATION OF THE EQUIPMENT, NEITHER DC ELEVATOR NOT ITS SUPPLIERS SHALL BE LIABLE BY VIRTUE OF THIS WARRANTY FOR ANY SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE RESULTING FROM THE USE OR LOSS OR USE OF THE EQUIPMENT.

This agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on Purchaser's order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.