

Title **1400 Poplar Creek Drive Hoffman Estates IL 60169** 11/19/2024
id. 48873858

by **Dustin Hugen** in **Member District ADA Project Request**

1685 West Higgins
Hoffman Estates , Illinois
60169
United States
847-285-5465
dhugen@heparks.org

Original Submission 11/19/2024

Score	n/a
Name	Dustin Hugen
Job Title	Director of Parks
E-mail Address	dhugen@heparks.org
Phone Number	847-285-5465
Park District	Hoffman Estates
Project Location	1400 Poplar Creek Drive Hoffman Estates IL 60169
Project Status	Alteration New
Project Type	Routes and Surfaces
Routes and Surfaces- select a Project Category below:	Elevators
Benefits of the Project	Currently Bridges of Poplar Creek does not have an elevator. Once the new hydraulic lift cylinder and piston are installed the facility will have a new working elevator.
Items that will become ADA Compliant	The entire portion of the project, without a working hydraulic lift cylinder or piston we do not have a functioning elevator. After this is installed the elevator will be back in service.

The project is designed or constructed, or applies human resources, to comply with:

The 2010 Standards for Accessible Design

Upload Project Related Files, Photos, Videos or Audio

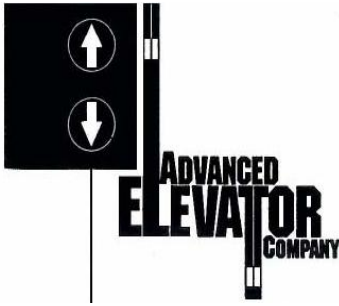
[Signed_Agreement_HoffmanGolf_scylinderreplacement.pdf](#)

Budget Table for ADA Related Expenses

[Budget Table.xlsx](#)

ADA Dollars Requested	57600
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Notes related to requested amount	The cost that I am showing is a known cost, when dismantling the existing elevator if any unknown cost arise it will be completed on a time and material basis and those cost would apply to the use of ADA Funds as well.
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October 3, 2024

Building:

Bridges of Poplar Creek Country Club
1400 Poplar Creek
Hoffman Estates, IL 60169

ADVANCED ELEVATOR COMPANY proposes to furnish the labor and material to perform the following:

HYDRAULIC CYLINDER REPLACEMENT

[One (1) hydraulic passenger elevator]

1. We will install a new hydraulic lift cylinder and piston for the elevator. The new cylinder will be constructed of heavy steel tubing, double bottom, multi-piece with threaded male/female couplings that screw together ensuring optimal alignment. The piston will be industry standard, machined from seamless drawn over mandrel steel tubing. The piston will be multi section for installation using threaded male/female couplings to prevent oil leaking from inside the unit. This replacement also includes new pit channels and buffers.
2. The work will consist of moving the elevator to the top on the hoistway, hanging the cab from chain falls for removal of the piston from the elevator cab. A scaffolding system will be constructed inside the hoistway for a proper and safe hoisting point due to the existing elevator configuration. We then will remove the existing pit channels and buffers and lift the cylinder from the well hole. Both the piston and cylinder will be cut up and disposed of from the property by us. Once the cylinder is removed, we will inspect to see if an in ground casing was used during the original installation, to enable direct replacement with the new cylinder assembly. If not, the owner will incur additional cost (see note below). We will install a new cylinder with code required PVC protection sleeve and plum the cylinder. Install the new piston and attach to the bottom of the elevator platen plate, and remove the hoistway scaffolding system. The new pit equipment will be installed and the elevator cab will be disconnected from the chain falls. The hydraulic reservoir will then be filled with new oil as required and the elevator adjusted for proper normal operation. Finally conclude with a code required full load pressure test for final turnover as witnessed by the local inspection authority.

NOTES:

This proposal is based on the cylinder being cased the full length of the existing hole and back filled with sand and a plum well hole. If the hole is not cased or if the existing hole is not large enough to install new corrosion protection as required by code, or if the hole caves in at that time and the cylinder cannot be installed due to these scenarios, it will be the owners responsibility to pay all expenses to have the hole drilled and cased on a time and material basis. The re-drilling and or clean out of the hole is based upon encountering soil free from physical obstruction or hindrance below the surface of the ground including, but not limited to, rocks, boulders, wood, metal, pilings, water, quicksand, caves, foundations, tunnels, utilities, granite, overburden gravel or any other foreign material while drilling the hole. Owner will provide

Advanced Elevator with written authorization to utilize any required special excavation and/or evacuation equipment, and will compensate Advanced Elevator over and above the proposed price. The owner will be responsible for supplying adequate water and electric power for drilling the hole. If the hole is not cased, and requires additional work as described above, an hourly time (**rate \$690.00/hour**) plus material invoice shall be due at the completion of the said work.

WORK WILL COMPLY WITH OSHA GUIDE LINES AND SAFETY HANDBOOK

TERMS AND CONDITIONS:

SPECIAL PERMITS, TAXES AND LICENSES

All applicable sales and use taxes, license fees imposed upon us, the elevator contractor, as of the date of this proposal are included in the contract price. The elevator installation permit cost & any applicable additional fees are not included and will be invoiced separately. The purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the Purchaser or the Company on account thereof, by any law enacted after this proposal is made.

ACCEPTANCE OF INSTALLATION

Upon notice from us, the elevator contractor, that the contractual work has been completed, the Purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to sign our written acceptance. The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten (10) business days after the date of our notice to you, unless we both agree to a certain date thereafter. Such final inspection and acceptance shall not be unreasonably delayed or withheld.

TITLE AND OWNERSHIP

We retain title to all equipment supplied by us under this contract and a security interest therein, (which it is agreed can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments, ends and any extensions thereof, shall have been made. In the event of any default by you in payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions, thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease or real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

WARRANTY

We warrant the equipment supplied by us under this contract against defects in material and workmanship for a period of one (1) year from the date each elevator is completed and placed in operation. This warranty is in lieu of any other liability for defects. We make no warrant of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, expressed or implied, by operation of law or otherwise. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication, or adjustment due to normal use, beyond that included in the contract, nor will we correct, without charge, breakage, maladjustments or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond our control. In the event of a claim, you must give us prompt written notice, and provide, all payments due under the terms of this contract haven made in full, we shall at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for the cost of work done by others, nor shall we be responsible for the performance of the equipment to which any revision or alterations have been made by others. This service shall not cover adjustment, repairs, or replacement of parts due to negligence, misuse, abuse, or accidents caused by persons other than the elevator contractor.

CODE

The elevator equipment shall be furnished and installed in accordance with ANSI A17.1 Safety Code for Elevators and Escalators, An American National Standard, including the latest supplement, and comply with all applicable codes in effect at the time of execution of this agreement.

CONDITIONS

1. Our performance of this contract is contingent upon your furnishing us with any necessary permission of priority required under the terms and conditions of government regulation affecting the acceptance of this order or the manufacture, deliver or installation of the equipment.

2. It is agreed that our workmen shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our opinion, this provision is being violated.
3. Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, and additional charge, at our usual rates for such work, shall be added to the contract price.
4. A dry and protected area, conveniently located to the elevator hoistway, will be assigned to us without cost, for storage of material and tools. You agree that if you are not ready to accept delivery of the equipment, when we notify you it is ready; you will immediately make the payment due for the equipment and designate some local point where you will accept delivery. Unless you designate such point of delivery within two (2) weeks, we are authorized to warehouse the equipment within or without our facility, at your risk. You shall reimburse us for all costs due to extra handling and warehousing.
5. We shall not be responsible in any way for the acts of other trades for damage to the elevator equipment.
6. Certificates of Workers Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished to you, upon request. The premium for any bond or insurance before starting beyond our standard coverage and limits will be an addition to the contract price.
7. In consideration of our performance of the work described, at the price stated, you agree to indemnify, defend and hold us harmless from all damages, claims, suits, expenses and payments resulting from loss, damage, or injury including death, to persons or property on account of or resulting from performance of this contract or from the operation of the elevator whether before or after final acceptance, except as directly due to those acts or omissions of our employees or those of our subcontractors.
8. We shall not be liable for any loss, damage or delay caused by Acts of Government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotions, war, malicious mischief, or Acts of God or any cause beyond our reasonable control, and in no event shall we be liable for consequential damages.
9. Should loss of, or damage to, our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts of omissions.
10. If any drawing, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. We shall furnish final shop drawings for your approval, before ordering, within six (6) weeks of dated contract.
11. In the event of any default by you in any payment, or any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable irrespective of the acceptance by us of notes from you or extension of time payment.
12. We guarantee this price for 60 days from the date this contract was presented.

Terms

Terms of payment are net upon presentation of invoice. **Advanced Elevator Company** reserves the right to discontinue the work at any time until payments shall have been made as they become due. If payment is not made within 30 days of the invoice date, commencing with the 31st day, interest shall be charged on the unpaid balance at the rate of 1 1/2 % per month.

It is understood by the parties that it is impossible to ascertain or predict, at the commencement of any service agreement, when **Advanced Elevator Company** will be required to provide service to the Purchaser's machinery and at what point during the term of the Agreement **Advanced Elevator Company** will incur expenses. As it is impossible to predict the amount of **Advanced Elevator Company** damages in the event that work is discontinued as a result of non-payment of invoices as they become due (and as reasonable estimate of such damages) in such event **Advanced Elevator Company** may declare all sums under this Agreement to become immediately due and payable and the parties agree that the Purchaser shall pay to **Advanced Elevator Company** fifty percent of the charges due under the unexpired portion of this Agreement, not as a penalty but as liquidated damages.

It is understood that no failure or omission by either of the parties hereto in the performance of any obligation contained in this agreement shall be deemed a breach hereof if the same shall arise from any causes beyond the control or without the fault or negligence of such party, including, but not limited to, acts of governmental authority or any officer, department, agency, or instrumentality thereof, fire, war, rebellion, inspection, riot, sabotage, epidemic, quarantine, restrictions, strike, lockout, dispute with workmen, labor shortages, transportation embargoes or failure or delays in transportation or exhaustion of or unavailability or delays in the delivery of any transportation facility, product or material necessary to the performance hereof; provided, however that either party shall continue performance with the utmost dispatch whenever any such causes are removed. Any party claiming any such cause for any failure or omission hereunder shall give prompt notice thereof to the other party.

In the event that **Advanced Elevator Company** is required to institute legal proceedings by arbitration, suit or otherwise, it shall be entitled to recover its reasonable legal expenses and fees, including arbitration fees and Court costs from the purchaser.

Both parties agree that all disputes, claims and other matters in question arising out of or relating to this Agreement or a default hereunder concerning an amount of less than Fifty Thousand and No/100 dollars (\$50,000.00), shall be submitted to the American

Arbitration Association to be arbitrated pursuant to its Fast track dispute resolution procedure for the construction industry. To the extent a claim or dispute cannot be resolved by the use of said Fast track procedure and in cases involving amounts in excess of Fifty Thousand and No/100 dollars (\$50,000.00), the same shall be resolved in the Circuit Court of Kane County, Illinois.

Advanced Elevator Company shall not be liable for any loss, damage or delay caused by nonoperational of the equipment. Under no circumstances shall **Advanced Elevator Company** be liable for any liquidated or consequential damages or damages caused by the negligence of others whether arising under contract or tort.

This agreement and its acceptance by all parties shall constitute exclusively and entirely the agreement between the parties. Any representations whether verbal or oral are hereby merged into this agreement. No changes or additions to this agreement are binding on either party until approved by both parties in writing. In the event that the Purchasers acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this agreement shall govern in the event of conflict.

This agreement shall be governed and interpreted by the laws of the State of Illinois, County of Kane.

Should any provisions of this agreement be found to be invalid, the remainder of this agreement will still be valid and binding on both parties.

Notwithstanding any other addresses or locations listed in this Agreement, all notices regarding the same shall be sent by first class mail to each of the parties at the addresses listed below the acceptance line of this agreement.

Price and Terms of payment

Thirty percent (30%) will be required at the time this agreement is signed; Twenty percent (20%) will be required prior to delivery on site and work commences. Balance as work progresses with final payment at the time the elevator is inspected by the local governing authority.

Advanced Elevator will provide the installation of the above per the terms and conditions of this agreement for the **SUM of: Fifty Seven Thousand Six Hundred and 00/100 Dollars (\$57,600.00)**

Submitted by: _____

Robert E. Jackson

Date Accepted 10/24/2024

Date Approved _____

HOFFMAN ESTATES PARK DISTRICT

ADVANCED ELEVATOR COMPANY

By: Dustin Hugen

By: _____

Title: Director of Parks, Planning & Maintenance

Title: _____

