

January 27, 2015

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"Quality and Dependability Doesn't Cost, It Pays!"

Project: Vitamin Shoppe – 123 Weber Rd. Bolingbrook, IL

We propose to provide labor, material, equipment and supervision to perform the following work:

Drawings dated 10-23-14

- S6 (approximately 9,158 sq. ft.)
 - Install 8" of CA-6 aggregate base
 - Install 1.5" of hot mix asphalt binder course
 - Install 1.5" of hot mix asphalt surface course
- S6A (approximately 4,491 sq. ft.)
 - Install 8" of CA-6 aggregate base
 - Install 2.5" of hot mix asphalt binder course
 - Install 1.5" of hot mix asphalt surface course
- Stripe the parking to the layout indicated on the drawing
- Install 2 concrete wheel stops
- Install 1 u-channel in the asphalt with handicap signage
- Install 3 u-channels in the islands and 1 u-channel in the concrete sidewalk with stop signs

Investment: \$47,489.00

Alternate – Bollards

- Install (3) 6" steel bollards in the island to protect the fire hydrant as indicated on the drawings.

Investment \$2,700.00

Accepted by: _____

Dated: _____

Title: _____

5106 Walnut Avenue • Downers Grove, IL 60515 • (630) 963-7800 • Fax (630) 963-5538

Briggs Paving is a division of Construction Management Corporation of America

Terms & Conditions

Contract Documents – Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It is the responsibility of the customer's authorized representative to be aware of the terms and conditions stated herein and of the other contract documentation. Pricing on proposals is valid for 30 days. All alternate bid pricing is based on the approval of the base bid. Pricing may vary on alternate bids if base work isn't completed at the same time.

Payments Terms Net Balance Due 30 Days After Completion of Work – Unpaid balances will accrue a late fee of 1% per month until paid in full. In the event of your failure to conform to the terms and conditions of this agreement, you hereby agree to pay Briggs Paving all sums earned to date. The client's obligation to pay for the work contracted is in no way dependent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agents, or upon the Client's successful completion of the project or other contingency. WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE WORK UNDER OUR AGREEMENT UPON FAILURE OF THE CLIENT TO PAY INVOICES AS DUE.

Permit and Fees – Unless noted otherwise, this quotation excluded the cost of CITY PERMITS, BONDS and LICENSES or plans required to obtain the aforementioned. However, for an additional fee, Briggs Paving will provide these services, if requested.

Employee Safety – All employees will have ear and eye protection. All employees will wear boots and safety vests. Weekly tool box talks to be had regarding job safety and work progression. Progress reports will be given to the client upon request.

Unmarked/Undocumented Utilities – The client shall be responsible for repairing any private utility lines damaged by Briggs Paving during the course of this project which were un-marked, un-documented or non-conforming to prevailing codes. While Briggs Paving shall be responsible for repairing utilities in situations where Briggs Paving damaged marked, conforming private utility lines. Briggs Paving shall not be held liable for additional cost associated with utility interruption regardless of whether the lines were marked and/or documented properly or not. The customer is responsible to call the utility company.

Work Accessibility – The price (s) quoted herein contingent upon the work being free of any obstructions, (vehicles, dumpsters, etc.) at the scheduled project start date and time. Briggs Paving reserves the right to adjust the agreed upon project price if the job conditions prevent Briggs Paving work crews from starting on time and proceeding without interruption.

Mobilizations – There will be a charge for each additional mobilization required by request of the customer. Additional mobilizations due to weather, machine failure, and other unforeseen circumstances will not be charged.

Soil Conditions – The proposed price is contingent on the existing subsoil or base being adequate to support the pavement work. Briggs Paving shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, etc. If failure does occur, Briggs Paving will notify agent or owner for inspection.

Based upon recent law amending the Clean Construction Demolition Debris (CCDD) regulations, all hauling of spoils off site to a licensed CCDD fill operation must have a Source Site Certification executed by the property owner/professional engineer. This must be IEPA form LPC-663 certifying that the material is uncontaminated. Costs for this are by others or at an additional cost.

Water Drainage – On project where the natural fall of the land is less than 2%, Briggs Paving cannot guarantee that there will be total water drainage on pavements. After the repair, Briggs Paving shall not be held liable for ponding or retention in the surrounding areas.

Cleaning Expenses – The owner understands that the work called for in this agreement is a messy process. The parties agree that Briggs Paving is not responsible for cleaning, repairing or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Briggs Paving's employees.

Volatile Market – Material cost may be affected by fluctuations in raw materials and is therefore subject to change.

Indemnity – Following installation, customer shall be responsible for all materials and shall be held solely liable for all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided by Briggs Paving. The customer hereby agrees to indemnify and hold Briggs Paving and its agents harmless from any and all loss, expense, liability, or attorney's fee in connection with such events.

Successors and Assigns – The Client binds himself, his partners, successors, executors, administrators, and assigns to the contractor to this proposal in respect to all the terms and conditions of this proposal. Neither the Client nor Contractor shall assign his interest in this proposal without the written consent of the other. Wherever possible each provision of this lease shall be interpreted in such manners as to be effective and valid under applicable Illinois law.

Insurance – We maintain Workman's Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury (limit) \$1,000,000.00. We will pay for any damaged suffered by the Client arising solely from our negligent acts or omissions in performing out services under this agreement, but our liability to pay for such damaged shall be limited to the amount of insurance proceeds then available from the insurance policy which covers us for the Client's damages on the date any judgment is entered. In no event shall we, our agents, employees, or any independent contractors be personally liable for any damages. "Damages" as referred to in this clause shall include any type of damage that are or could be awarded by any court or arbitration panel such as, by way of general example but not limitation, tort damages, contract damages, strict liability damages, liquidated damages, punitive damages, consequential damages, incidental damages, direct damages, or any penalty, If the Client places greater responsibilities upon us or required further insurance coverage, we, if specifically so directed, will take out additional insurance, (if procurable) to protect us, at the Client's expense.

As a duly authorized representative of _____, I agree to these Terms & Conditions. **Initialed:** _____ **Date:** _____