

**SCHINDLER ELEVATOR CORPORATION**

853 North Church Court  
Elmhurst, IL 60126-1036  
Phone: 630-478-7168  
Fax: 630-478-7184

**UPGRADE ORDER AGREEMENT**

**Date:** 12/15/2014

**Estimate Number:** DJAA-9RTD4C (2014.5.1)

**To:**

City Of Aurora  
44 E Downer Place  
Aurora, IL 60505-3302

**Customer:**

Stolp Island Parking Garage  
5 E. Downer Place  
Aurora, IL 60505-3343

**Attn:** Jim Birchall (Superintendent/Central Services)

Schindler hereby proposes to furnish and install the following with respect to the equipment located at the above building:

**Install a new Hydraulic Tank Unit on Southeast Parking Garage Elevator. The new Tank unit will have a submersible-style Pump Motor. Schindler will also install a new Hydraulic Tank Heater in new Hydraulic Tank Unit at no additional charge.**

Hydraulic Tank Units generally are belt drive, exposed moving parts, and have valve and muffler assemblies mounted under the tank that are not ideal to noise sensitive environments or maintenance. We recommend replacing/upgrading your power unit with a new quality built, dependable, submersible power unit, which will provide the following benefits:

- Positive displacement screw pump and submersible motor
- Pump submerged in oil to eliminate dust and dirt problems
- Low noise operation with anti-vibrations mounts, ideal for noise sensitive environments.
- Top mounted hydraulic valve and muffler assemblies permits easy access for maintenance.
- More reliable operation & less exposed moving parts (belts, pumps, motors, etc.)

Schindler Elevator Corporation is proposing to provide all labor, material, engineering and supervision to perform the following scope of work during the regular working hours of the elevator trade:

- Remove existing Hydraulic Tank Unit.
- Replace with new submersible type power unit. The new submersible power unit will be a self-contained assembly consisting of an oil tank, motor, pump, oil control valve, muffler, and suction line strainer. The new control valve and muffler will be located above the oil reservoir at the top of the tank unit. The new hydraulic tank is designed to prevent fluid loss through component leakage or spillage.
- Perform the necessary adjustments, test operation, and return elevator back to service.

Schindler Elevator will acquire necessary permit from the City of Aurora & Thompson Elevator Inspection Services, Inc. for this work. We will also schedule the necessary Cat 1 Full Load Hydraulic Pressure test with a State-Licensed QEI Inspector from Thompson present to witness the test before the elevator is returned to normal operation. This test is required by State of Illinois Code. All permit costs & costs for Final Inspection are included in this proposal.

**Price: \$14,701.00 (Quotations valid for 60 days; price based upon work during regular working hours of regular working days.)**

**Payment:** 35% of the price is due upon acceptance of this proposal;  
40% of the price is due as work progresses within 30 days of invoice;  
Balance due upon completion, within 30 days of invoice.  
Schindler retains title to any equipment furnished hereunder until final payment is made. Late or non-payment will result in assessment of interest charged at a rate of 1 1/2% per month or the highest legal rate available, and any attorneys' fees, expenses and costs of collection.

**The attached terms and conditions** are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

\_\_\_\_\_

By: Dale Janka

For: Schindler Elevator Corporation

Title: Sales Representative

Date: 12/15/2014

Accepted:

\_\_\_\_\_

By: \_\_\_\_\_

For: City Of Aurora

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

\_\_\_\_\_

By: Jim Ritter

Title: Area General Manager

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
2. No work, service materials or equipment other than as specified hereunder is included or intended.
3. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
4. Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages.
5. Any cutting and patching is by others and not included in this work.
6. Neither party shall be responsible for any loss, damage, detention or delay for causes beyond its reasonable control, including strikes, lockouts, or labor disputes, or acts of God. Dates for the performance or completion of the work shall be extended as is reasonably necessary to compensate for the delay.
7. We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. Our duty under this warranty is to correct nonconformance or defect at our expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser's remedies hereunder are exclusive.
8. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.
9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.