

SCHINDLER ELEVATOR CORPORATION

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

UPGRADE ORDER AGREEMENT

Date: 04/06/2015

Estimate Number: DJAA-9VBNYM (2015.2.1)

To:

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

Building Location:

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

Attn: Jim Birchall (Superintendent of Central Services)

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

Northwest Elevator in the Parking Garage

Install New GAL Door Operator Package

The elevator door equipment components are becoming increasingly more difficult to obtain. To improve reliability, performance, and safety of your elevator, we recommend upgrading to a new GAL MOVFE Closed Loop High Performance door operator. The upgraded door operator will deliver reliable and consistent door operation.

The GAL MOVFE uses the best of today's technology and will not only improve efficiency, but will enhance the system reliability and safety.

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

- Disconnect all wiring and remove the existing door operator and worn door lock assemblies.
- Provide a new upgraded GAL MOVFE door operator complete with limit control, resistor bank and terminal box, pulleys, door restrictor, motor, drive arm, and gate switch.
- Modify the car door with new mounting plates and install a new clutch assembly.
- Design new hatch door mounting plates if required.
- Provide interlock assemblies for each hatch door complete with new keeper lock, pickup rollers, and pickup arm.
- Perform all necessary engineering to interface the new door operator with the existing elevator control system and wire interlocks.
- Adjust the lock assemblies and door operator settings to attain the most efficient safety and performance standards.
- Submit the design submissions to the local governing authorities for the alteration to the elevator.

- Clean and check all car and hatch door tracks to ensure smooth operation.
- Replace all rollers

(Note: Price does not include replacement of door tracks, hangers. We will clean up the existing door tracks & hangers by removing any rust that may be present.)

Price: \$21,495.00 (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: 4/6/2015

Accepted:

By: _____

For: Stolp Island Parking Garage

Title: _____

Date: _____

Approved:

By: Daniel Wukitsch

Title: Branch 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.