

**SCHINDLER ELEVATOR CORPORATION**

Livonia Corporate Center, Building 5  
 28451 Schoolcraft Road  
 Livonia, MI 48150-2238  
 Phone: 734-367-9446  
 Fax: 734-367-9440

**UPGRADE ORDER AGREEMENT****Date:** 05/15/2014**Estimate Number:** KKAA-9K4RCQ (2014.2.1)**To:**

Ann Arbor District Library  
 343 S 5Th Ave  
 Ann Arbor, MI 48104-2217

**Customer:**

Ann Arbor District Library  
 343 S 5th Ave  
 Ann Arbor, MI 48104-2217

**Attn:** Andra Williams

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

**Replacement Hydraulic Jack on Patron elevator**

A new hydraulic jack complies with all current ASME –A17.1 codes, including double-bottom design for added safety.

Schindler proposes to provide all labor, material, engineering, permits, and supervision required to perform the following scope of work during regular working hours of the elevator trade:

- Apply for alterations permit from the State of Michigan
- Properly barricade site
- Carefully secure the elevator car in the hoistway to permit work on the jack
- Remove existing jack from casing hole
- Install new Jack, which features double-bottom design and protective PVC lining.
  1. Weld the four (4) section jack together
  2. Ensure jack is plumb and properly fasten
- Replace existing pit channels, spring buffers and platen plate.
- Replace pit shut-off valve
- Furnish spare packing set (for future use)
- Replace all hydraulic oil (Estimated 140+ gallons).
- Perform all necessary adjustments
- Perform final acceptance with state inspector
- Return elevator back to service.

**Work by others:** In conjunction with the jack replacement, Schindler shall not be responsible for remedial work that may be required to deal with underground contamination resulting from oil loss from the existing jack. Removal and disposal of hazardous materials is by others.

Schindler cannot be held responsible for uncontrollable factors that may occur while performing this work. The condition of the existing casing and hole is unknown. Removing the existing jack may uncover a cylinder hole full with sand or other debris, requiring additional work to install the new jack. If such additional work becomes necessary we will provide a separate proposal.

Schindler Elevator Corporation cannot estimate the exact cost of the sub-contracted well drilling as many variables contribute to the final cost. The final cost of the project will be the Jack Assembly Replacement price, plus an additional amount for well drilling (if needed). If well drilling is found to be needed, Schindler will provide you with an additional proposal.

**Should latent or concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract be encountered, the contract price and time shall be equitably adjusted by change order upon claim by either party made within 20 days and after the first observance of the conditions.**

**Price:** \$57,988.00, plus applicable taxes. (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:

Kevin Kalita

By: Kevin Kalita

For: Schindler Elevator Corporation

Title: Sales Representative

Date: 5/15/2014

Approved:

\_\_\_\_\_

By: Pete Long

Title: District Manager

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

Accepted:

\_\_\_\_\_

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

For: Ann Arbor District Library

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

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.

**SCHINDLER ELEVATOR CORPORATION**

Livonia Corporate Center, Building 5  
 28451 Schoolcraft Road  
 Livonia, MI 48150-2238  
 Phone: 734-367-9446  
 Fax: 734-367-9440

**UPGRADE ORDER AGREEMENT****Date:** 06/20/2014**Estimate Number:** KKAA-9L9PHY (2014.3.1)**To:**

Ann Arbor District Library  
 343 S 5Th Ave  
 Ann Arbor, MI 48104-2217

**Customer:**

Ann Arbor District Library  
 343 S 5th Ave  
 Ann Arbor, MI 48104-2217

**Attn:** J. Parker

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

**Well Drilling**

- A. AFTER-DRILL ELEVATOR HOLE(S) IN AN EXISTING HOISTWAY & CLEAN OUT EXISTING HOLE & CASING SIZE UNKNOWN & NO DRILLING IS NECESSARY WITH 2 MEN & INSIDE ROTARY RIG @ \$485.00 PER HOUR OR \$3,880.00 PER 8 HOUR DAY, PLUS MATERIALS & OUT OF TOWN EXPENSE.

ESTIMATE 5 DAYS FOR TOTAL OF 40 HOURS INCLUDING TRAVEL \$19,400.00

ESTIMATE 6 HOURS OF OVERTIME (2 PER DAY FOR 3 DAYS) \$5,010.00

ESTIMATE OUT OF TOWN EXPENSE FOR 2 MEN @ \$295.00 PER DAY TIMES 5 DAYS 1,475.00

FUEL SURCHARGE 500.00

Schindler will additionally provide one man on stand-by up to five days, and also install two rigging beam channels underneath the car for the well driller to attach their drill from.

**Price:** \$35,610.00, plus applicable taxes. (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: Kevin Kalita

For: Schindler Elevator Corporation

Title: Sales Representative

Date: 6/20/2014

Approved:

\_\_\_\_\_

By: Pete Long

Title: District Manager

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

Accepted:

\_\_\_\_\_

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

For: Ann Arbor District Library

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

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, deterioration 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.



**BOARD OF TRUSTEES OF  
ANN ARBOR DISTRICT LIBRARY  
RESOLUTION 14-176**

**RESOLUTION TO AWARD THE CONTRACT TO REPAIR DOWNTOWN  
LIBRARY PUBLIC ELEVATOR**

Minutes of a regular meeting of the Board of Trustees of the Ann Arbor District Library, County of Washtenaw, Michigan, held in the City of Ann Arbor, on the 21<sup>st</sup> day of July, 2014 at 7:00 p.m.

PRESENT:

ABSENT:

The following resolution was offered by \_\_\_\_\_, and supported by \_\_\_\_\_:

**THE BOARD RESOLVES:**

- 1.) To award the contracts for repair of the public elevator at the Downtown Library Branch to Schindler Elevator Corporation for the amount of \$93,598.00.
- 2.) To increase the budget line for Capital Outlays by \$57,988.00 for the repair of the public elevator at the Downtown Library.
- 3.) To increase the budget line for Capital Outlays by \$35,610.00 for well drilling (after-drill) of elevator hole in the existing hoistway and clean out of existing hole and casing.
- 4.) That the \$93,598.00 increase for Capital Outlays be transferred from the Fund Balance.
- 5.) That all resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

A vote on the foregoing resolution was taken and was as follows:

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Secretary