



**Schindler Elevator Corporation**  
 135 East Bennett St.  
 Saline, MI 48176  
 Phone: 616-262-9178  
 Fax: 734-367-9440

## UPGRADE ORDER AGREEMENT

**Date:** 10/11/2023

**Estimate Number:** KKAA-CWGKGF (2023.5.1)

**To:**  
 Ann Arbor Water Treatment Plant  
 919 Sunset Rd  
 Ann Arbor, MI 48103-2924

**Customer:**  
 Ann Arbor Water Treatment Plant  
 919 Sunset Rd  
 Ann Arbor, MI 48103-2924

**Attn:** Nick Baran

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

### Jack Replacement + Well drilling

Schindler will perform the following scope of work during regular working hours of the elevator trade. A new hydraulic jack complies with all current ASME –A17.1 codes, including double-bottom design for added safety.

- Apply for all necessary permits through the State of Michigan elevator division.
- Properly barricade site
- Carefully secure and rig up the elevator car in the hoistway to permit work on the jack
- Remove existing piston and jack from casing hole.
- Subcontract well driller (included in this proposal) to come and remove the existing casing that is too small to accommodate the new larger jack assembly. Schindler will provide stand-by during the entire well drilling process.

### Phase II Scope of Work (SOW):

Removal of Existing Drill Casing
<b>TOTAL ESTIMATED COST FOR ABOVE PHASE II:</b>

### Phase III Scope of Work (SOW):

Redrill New Hole
Furnish & Install C-channels/Hoisting Beam
Removal of Spoils from Site
Furnish & Install Steel Liner



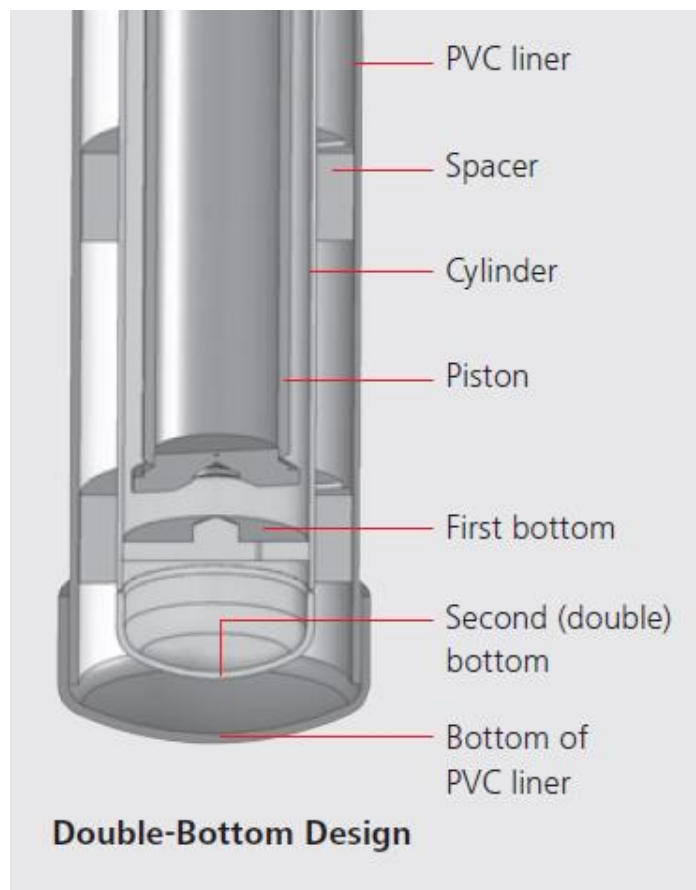
1. **Concrete plug/PVC liner** does not guarantee a dry hole; purchase of an additional steel liner required to guarantee a dry hole. **PLEASE NOTE:** If a steel liner is purchased, proper waterproofing **must be completed by others** to guarantee a dry pit. Steel liner will be filled with water at completion of install; removing water from liner by others after it is concreted into floor.
2. Additional costs may be incurred if **HAZMAT** conditions are encountered onsite or in existing spoils or oil.
3. Additional costs may be incurred if **“mechanic only wages,” required** (unless notified at time of quotation)
4. Downtime charges at **current hourly downtime rate** will be incurred for **loss in productivity** due to work stoppage on site caused by others and/or site-specific requirements for **Safety, Security, Drug Testing, etc.**
5. Purchase Orders **MUST** be received prior to new equipment being ordered. Submit P.O. at time of award.
6. Payment Terms (**Based Upon Credit Approval**): Invoices at NET 30 DAYS.
7. No back-charges will be accepted, or credits applied for projects requiring OCIP or CCIP participation.
8. UDI not responsible for pumping water when not on-site or in the event water flow exceeds 35gpm while on-site
9. UDI not responsible for any damage/cracking that may occur to the pit floor if pit floor of inadequate thickness.
10. Normal working hours Monday to Friday, 7am to 3pm, or Monday to Thursday, 7am to 5pm (shift depending on project location). If overtime is selected on page one, working shift(s) must be a minimum of eight/ten consecutive hours.
11. Changes to SOW listed/checked on page one may result in additional charges.
12. Spoils/Oil Removal from site, if by United Drilling, is based on non-hazardous waste: UDI reserves the right of testing, refusal or additional costs. A manifest will be provided. If Spoils/oil removal by others, DOT drums must be provided onsite.
13. UDI is **an all IUEC union company** and will abide by all Union rules and regulations. United will not cross a sanctioned Union picket line and will not be responsible for additional costs associated with the picket.
14. UDI to provide ¼” plywood floor protection. Certain types of flooring may require additional protection by others.
15. Hole will be cased with minimum ¼” thick wall casing full depth or to solid rock.
16. Proposed Phase I/II/III equipment onsite does not include environmental equipment (air particle filters, etc.) unless noted.
17. Note scheduling between Phases may not be concurrent due to change in equipment and personnel.

Exclusions & Potential Additional Costs

Phase I & II Exclusions	Phase III Exclusions
Jackhammering exceeds 2 hours	Unnatural Obstruction(s) encountered
Drill Rig/Sand-sock required	Alignment Tool is required
Piston exceeds existing travel	Repair of pocketing in walls by others
Existing hole over 20” in diameter	Existing hole over 20” in diameter
Additional Cylinder(s)/Liner(s)	24” clearance from piston CL to any wall(s)
Existing casing not schedule 10 steel	Glass cars: all protection by others
Existing broken/inadequate welds	Redrill hole NOT guaranteed to be on location.
Required Backfill: pending soil formations	Omega rails may require add’l costs
	Street level access required to bottom stop (or car may need to be removed)

- Install new Jack, which features double-bottom design and protective PVC lining.
  - o Weld the five (5) section jack together.
  - o Ensure jack is plumb and properly fastened.
- Replace existing pit channels and platen plate.
- Replace all hydraulic oil (Estimated 200+ gallons – Cost not associated in this proposal – Will use stock from purchase of last approved order).
- Perform all necessary adjustments.
- Perform final acceptance with state inspector which includes 3-year full load safety (explained below)
- Return elevator back to service.
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- **Safety Test - Category Three | Hydraulic Full Load**
  - The ASME A17.1 elevator safety code requires a relief valve setting and system pressure test on hydraulic elevators every three years. These tests are conducted to help insure safe and proper operation of the elevator. The purpose of the relief valve test is to determine that it will bypass the full output of the pump before the pressure exceeds 150% of the working pressure and that the system will withstand this pressure. In addition, this testing serves to assist in the detection of leaks and weaknesses within the system.
  - Conduct a full load pressure relief valve test.
  - Conduct a cylinder inspection and static leak test.
  - Inspect and test normal and final stopping devices
  - Inspect operation of fire emergency service, emergency power system, and power door system as applicable.
  - Visually inspect system for leaks or damage uncovered by the test.
  - Submit the results of the test to required authorities.
- Note that the testing of elevator safety devices creates the possibility of damage to the elevator equipment. We will take reasonable precautions prior to the test to minimize this possibility, and if defects are found before the test, our technician will stop work and you will be notified of any extra cost involved to make the necessary corrections. Any damages resulting from the test, or defects noted during the test, will need correction before a satisfactory report can be submitted to the governing authority, and if necessary, we will provide you with an estimate for any associated costs.





**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 hole is unknown. Removing the existing jack may uncover a cylinder hole full of sand, rock or other debris, requiring additional work to install the new jack. This proposal includes well drilling to remove the existing casing and install new. If obstructions are hit that pro-long the job, then an additional proposal will be provided for those costs.

**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:** \$446,104.00, plus applicable taxes. (Quotations valid for 30 days; price based upon work during regular working hours of regular working days.)

**Payment:** 50% 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 reserves the right not to source material or schedule labor for the above quoted work until initial payment has been received. 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 customer understands that this is a fixed price proposal. Supporting documentation for materials and/or labor shall not be a condition precedent for payment in full to be made to Schindler.



**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:

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By: Kevin Kalita

For: Schindler Elevator Corporation

Title: Sales Representative

Date: 10/11/2023

Accepted:

\_\_\_\_\_

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

For: Ann Arbor Water Treatment Plant

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

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

Approved:

\_\_\_\_\_

By: Mike Sullivan

Title: 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 caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be 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. For non-maintenance contract customers, Customer hereby agrees, without limitation, to defend, indemnify, release and hold harmless Schindler and its employees, affiliates, divisions, parent entities, predecessors and successors, representatives and agents from and against all claims, liabilities, losses, injuries, death, damages, fines, penalties, payments, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or relating to the Work performed by Schindler under this Agreement.  
**INSURANCE:** At a minimum, Customer shall provide to Schindler, insurance coverages as set forth within, and a certificate of insurance evidencing such coverage: Comprehensive General Liability (including Products Liability, Completed Operations, Broad Form Property damage, and Blanket Contractual Liability) in the amounts of \$2M per occurrence, \$5M aggregate. Schindler Holding, Ltd., Schindler Elevator Corporation, and Schindler Enterprises, Inc. shall be named as additional insureds on the above referenced policies, pursuant to ISO Form CG 2010 11/85, and shall appear as such on the Certificate of Insurance. Insurance shall provide a waiver of subrogation in favor of the entities named as additional insureds. Insurance shall be primary over any other valid and collectible insurance. Any deductible / retention is the responsibility of the Named Insured.
10. 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, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.
11. In the event of governmental changes to applicable tariffs, tax rates, including but not limited to sales tax, use tax, excise tax, privilege tax, transaction tax and similar changes, or loss of tax exempt status, Schindler reserves the rights to adjust the contract price accordingly to account for all additional cost impacts.
12. We reserve the right to modify price and schedule without penalty due to material or component shortages, increases in inflation and/or material price increases based upon the S&P Material Price Index (MPI).