

Schindler Elevator Corporation

4750 South State Road
Ann Arbor, MI 48108

Phone: 734-367-9446
Fax: 734-367-9440

July 19, 2017

Mr. Lynn Crum
Ann Arbor City Hall
100 N 5Th Ave
Ann Arbor, MI 48104-5522

Attn: Mr. Lynn Crum & Matt Kulhanek
Re: City Of Ann Arbor



A. Contractor Qualifications

1. Schindler Elevator Corporation (Ann Arbor Branch) – We are a corporation which is fully licensed to operate in the State of Michigan. (See attached Qualifications Sheet)
2. Key Personnel from Schindler Elevator
 - a. Alan M Pawlowski – Project Manager MOD (24 years industry experience)
 - b. Kevin Kalita – Sales Representative (12 years industry experience)
 - c. Paul Pawlowski – MOD Superintendent (34 years industry experience)
 - d. Louis Haefner – General Manager (18 years industry experience)
3. See attached Qualifications Sheet
 - a. We are uniquely qualified for this project because we originally installed the back-Jail traction elevator that is being modernized. We have all the original layout drawings and engineering background which will allow us to engineer the best product to fit in line with your existing conditions.
 - b. We currently have 14 modernization crews working in the State of Michigan
 - c. Our engineering department is located in Toledo, OH along with our parts division so we can literally drive down the road to get assistance immediately.

B. References

- a. Center Ridge Arms
 - i. (2) Hydraulic elevators - modernization
 - ii. Contact name and number:
 - iii. Bay County Housing Department
Center Ridge Arms
798 N. Pine Rd.
Essexville, MI 48732

Zach (General Manager): 989-895-8191

- b. Capital Area Library
 - i. 1 Traction elevator modernization
 - ii. Contact name and number: Pat Taylor
 - iii. Patrick R Taylor
Finance Director

Capital Area District Libraries
(517) 367 6337 Office
(517) 449 8258 Cell

- c. Dryden Bldg & Ferris Bldg
 - i. 3 Traction elevator modernizations
 - ii. Contact name number: Mike Siwek—Siwek Construction
 - iii. Mike Siwek (Owner)
Siwek Construction
(810) 736-7843

C. Proposed Equipment

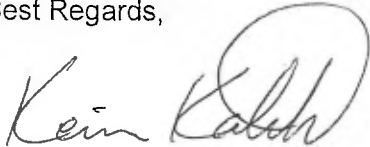
- 1.
 - a. Schindler Elevator TX and HX controls
 - b. MAD Fixtures
 - c. Schindler Elevator door equipment
 - d. Hollister Whitney Machines and safeties
 - e. Schindler Elevator power unit
- 2. See Attachment A-1

D. See Separate Fee proposal submittal envelope.

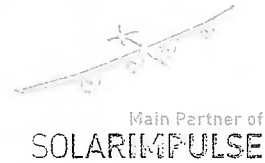
E. Robert Callahan: 973-397-6326 / Robert.Callahan@schindler.com

F. See enclosed completed forms.

Best Regards,



Kevin Kalita
Sales Representative



Qualifications Statement

Background:

Schindler Group

- Founded in 1874
- Publicly held Swiss Corporation
- Global Operations
- Maintain over 800,000 elevators & escalators
- 40,000 + employees

Schindler USA

- HQ in Morristown, NJ & has a secondary HQ in Holland (Toledo), OH
- 6,000+ employees
- Service 225 markets in the US
- Three (3) US manufacturing facilities
- Schindler's part division (SLC) is located in Holland, OH & stocks over 100,000 parts from all manufacturers

Other Qualifications

- We are the original equipment manufacturer of the traction elevator being modernized. This gives us a huge advantage in engineering and being able to engineer a perfect product to fit your application.
- #1 Escalator supplier
- Top Modernization provider in the State of Michigan for 2 years running.
- Pioneer of after-market service and modernization of all OEM equipment
- Quality/Customer satisfaction recognition
- 14 modernization crews currently performing MODs in the State of Michigan
- Engineering and parts division located in Toledo, OH

We understand the needs and expectations at City of Ann Arbor as we have maintained this facility for the past 3 years. We will provide you that superior level of service that you expect & demand. Our technicians are fully aware of the demands and importance of these elevators and are treated accordingly.

ATTACHMENT A-1 – ELEVATOR EQUIPMENT REPLACEMENT CHECKLIST

COMPONENT LOCATION	ELEVATOR LOCATION							
Machine Room Components:	Larcom City Hall (Traction)				Fire Station 1 (Hydraulic)			
	NEW		REUSE		NEW		REUSE	
	Yes	No	As Is	Refurb	Yes	No	As Is	Refurb
- Controller and Drive (soft start)	X				X			
- Hydraulic Power Unit			N/A		X			
- Machine Assy., Sheave, Brake	X						N/A	
- Machine Motor	X						N/A	
- Rope gripper/sheave brake/etc.	X						N/A	
- Hoist Ropes	X						N/A	
- Governor	X						N/A	
- Governor Rope	X						N/A	
- Fireman Service	X				X			
- Equipment Guards	X				X			
- Generator or Aux. Power Supply			X		X		X	
- Mainline Disconnects	X				X			
- Car Light Disconnects	X				X			
- GFCI Outlets & Lighting	X				X			
- HVAC			X				X	
- Machine Room Sprinklers			X				X	
- Smoke Detectors	X				X			
Hoistway Components:	Larcom City Hall Traction				Fire Station 1 Hydraulic			
	NEW		REUSE		NEW		REUSE	
	Yes	No	As Is	Refurb	Yes	No	As Is	Refurb
- Main Guide Rails			X				X	
- Counterweight Guide Rails			X				N/A	
- CWT Roller Guides	X						N/A	
- Counterweight Frame			X				N/A	
- Deflector Sheaves	X						N/A	
- Compensation			N/A				N/A	
- Hoistway Wiring	X				X			
- Traveling Cables	X				X			
- Position/Leveling Devices	X				X			
Entrance Components:	Larcom City Hall Traction				Fire Station 1 Hydraulic			
	NEW		REUSE		NEW		REUSE	
	Yes	No	As Is	Refurb	Yes	No	As Is	Refurb
- Hoistway Door Interlocks	X				X			
- Hoistway Door Closers	X				X			
- Door Relating Mechanism	X				X			
- Hoistway Door Tracks	X				X			
- Door Hangers & Rollers	X				X			
- Hoistway Door Restrictors	X				X			
- Hoistway Door Sills			X				X	
- Hoistway Door Frames			X				X	
- Hoistway Door Panels			X				X	
- Hoistway Door Gibbs	X				X			
- Hoistway Door Sight Guards			X				X	
- Hoistway Door Astragals			X				X	
- Fascia & Dust Covers			X				X	
- Door Unlocking Devices	X				X			
- Floor ID Jamb Plates	X				X			
Pit Components:	Larcom City Hall Traction				Fire Station 1 Hydraulic			
	NEW		REUSE		NEW		REUSE	
	Yes	No	As Is	Refurb	Yes	No	As Is	Refurb
- Car Buffers			X				X	
- Counterweight Buffers			X				N/A	
- Governor Tail Sheave	X						N/A	
- Compensation Sheave			N/A				N/A	

Pit Components:	Larcom City Hall Traction				Fire Station 1 Hydraulic			
	NEW		REUSE		NEW		REUSE	
	Yes	No	As Is	Refurb	Yes	No	As Is	Refurb
- Stop Switches	X				X			
- Lighting & GFCI Outlets	X				X			
- Sump Pump	N/A (floor drain)				N/A			
- Sprinklers	N/A				N/A			
- Pit Access			X				X	
- In-Ground Hydraulic Cylinder	Review				Review			
Car Components:	Larcom City Hall Traction				Fire Station 1 Hydraulic			
	NEW		REUSE		NEW		REUSE	
	Yes	No	As Is	Refurb	Yes	No	As Is	Refurb
- Car Frame			X				X	
- Car Safety	X						N/A	
- Car Platform			X				X	
- Load-weighing Device	X						N/A	
- Car Roller/Slide Guides	X				X			
- Top of Car Control Station	X				X			
- Top of Car Exit Contact	X				X			
- Car Top Handrails	X				X			
- Car Top Lighting and Outlets	X				X			
- Car Door Tracks	X				X			
- Car Door Hanger	X				X			
- Car Door Contacts	X				X			
- Car Door Operator	X				X			
- Car Door Panel(s)	X				X			
- Car Door Gibbs	X				X			
- Car Door Protective Device	X				X			
Car Enclosure Components:	Larcom City Hall Traction				Fire Station 1 Hydraulic			
	NEW		REUSE		NEW		REUSE	
	Yes	No	As Is	Refurb	Yes	No	As Is	Refurb
- Cab Shell			X				X	
- Cab Wall Panels	Owner's Discretion				Owner's Discretion			
- Cab Handrails	Owner's Discretion				Owner's Discretion			
- Returns and Transoms			X				X	
- Cab Ceiling	Owner's Discretion				Owner's Discretion			
- Cab Lighting	Owner's Discretion				Owner's Discretion			
- Cab Emergency Lighting	X				X			
- Cab Ventilation Fan	X				X			
- Cab Flooring	Owner's Discretion				Owner's Discretion			
- Cab Subflooring			X				X	
- Cab Card Readers	X				X			
- Cab Cameras	N/A				N/A			
Operating Signal Components	Larcom City Hall Traction				Fire Station 1 Hydraulic			
	NEW		REUSE		NEW		REUSE	
	Yes	No	As Is	Refurb	Yes	No	As Is	Refurb
- Main Car Stations	X				X			
- Car Position Indicator	X				X			
- In-Car Lanterns	N/A				Provide New or Hall Lanterns			
- Alarm Bell	X				X			
- 2-Way Communication	X				X			
- Verbal Annunciation	X						N/A	
- Floor Passing Tone	X				X			
- Hall Push Buttons	X				X			
- Hall Lanterns	X				Provide New or In-Car Lantern			
- Hall Position Indicator at Main Floor	X				N/A			
- Hoistway Access Switches	X				X			
- Lobby Smoke/Heat Detectors	X				X			
- Hall Card Readers	N/A				N/A			

TERMS AND CONDITIONS

1. Agreeable terms of payment shall be established in accordance with an agreed upon payment schedule. Payment of at least 95% of the above sum is a condition precedent to equipment turnover. Use of the equipment for its intended purpose will constitute acceptance. If shipments are delayed for any cause beyond Schindler Elevator's control, payments will become due from the date we are prepared to make shipment and the equipment in question will be held at the Purchaser's risk and expense.
2. The price quoted is based upon all the work being performed during regular working hours of regular working days of the trades involved. If overtime is required, the additional price usually charged by Schindler Elevator will be added to the contract price named.
3. The equipment furnished hereunder remains personal property and Schindler Elevator will retain title thereto until final payment is made, with the right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.
4. The completion of the work as covered by this proposal or acceptance thereof will constitute a waiver by the Purchaser of all claims for loss or damage due to delay. It is also understood and agreed that Schindler Elevator will not be liable for the condition, design, application or compliance with applicable codes of any equipment not furnished under this proposal or for the omission of any reserve the right to remove and retain all elevator/escalator/moving walk equipment and that has been replaced or new materials not used in construction.
5. Schindler Elevator reserves the right to furnish its most modern of equipment and no statements contained in this proposal make it obligatory for Schindler Elevator to furnish equipment, the design of which has been discontinued or supplanted by new standards.
6. All previous communication between the parties hereto, whether written or verbal, with reference to the subject matter of this proposal, is abrogated, and this proposal, when duly accepted and approved, constitutes the agreement between the parties hereto, and no modification of this proposal agreement will be binding upon the parties hereto, or either of them, unless such modification will be in writing, duly accepted by the Purchaser and approved by Schindler Elevator. The contract date will be the date of approval by Schindler Elevator.
7. The Purchaser will provide suitable connections from the power mains to the controller, together with any cutouts, line switches, phase reversal or lightning arrestors, etc., that may be necessary to meet the Purchaser's or local requirements.
8. Any changes in the building required to meet any local or state building or electrical codes will be made by the Purchaser. Any cutting or patching necessary for the installation of equipment furnished under this proposal will be done by the Purchaser. Schindler Elevator will not, under any circumstances, be liable for any redecorating that may be necessary upon the completion of its work.
9. It is expressly understood, in consideration of the performance of the service enumerated herein at the price stated, that nothing in this agreement will be construed to mean that Schindler Elevator will assume any liability on account of injury or damage to persons or property, except to the extent directly and solely due to the negligent acts or omissions of Schindler Elevator or its employees and that the Purchaser's responsibility for injury or damage to persons or property while riding on or being in or about the elevators, escalators or moving walks referred to is in no way affected by this agreement. Schindler Elevator will not be responsible or liable for any loss, damage, detention or delay caused by labor trouble, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, 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 the Buyer's or Schindler Elevator's suppliers, orders or instructions of any federal, state or municipal government or any department or agency thereof, Act of God, or by any cause whatsoever beyond its reasonable control, and in any event Schindler Elevator will not be liable for indirect, special, liquidated or consequential damages. Dates for the performance or completion of work will be extended to the extent of such delays. No work or service other than that specifically mentioned herein is included or intended.

10. Schindler Elevator guarantees that the equipment furnished hereunder will comply with the foregoing specifications and if promptly notified in writing will, at our expense, correct any defects in such equipment occurring within one year from the date of completion or acceptance, whichever occurs first, which are not due to ordinary wear and tear or to improper use, care or maintenance. The correction of such defects constitutes the limit of our responsibility. THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, OTHER THAN OF
11. TITLE. The equipment installed under this proposal requires maintenance service, such as periodic examinations, lubrication and adjustment by competent elevator mechanics. Schindler Elevator's guarantee is not intended to supplant this normal servicing of the equipment and it is not to be construed that Schindler Elevator will provide free maintenance service of this type, except as may be provided under other provisions of the proposal, or that Schindler Elevator will correct, without charge, breakage, maladjustment or other troubles occurring as a result of improper or inadequate maintenance.
12. Schindler Elevator will defend any suit or proceeding brought against the Purchaser so far as based on a claim that any equipment, or any part thereof, furnished under this proposal constitutes an infringement of any patent of the United States, provided that such equipment or part is not supplied according to the Purchaser's design, and it is used as sold by Schindler Elevator, notified promptly in writing and given authority, information and assistance (at our expense) for the defense of same, and Schindler Elevator will pay all damages and costs awarded therein against the Purchaser. In case the said equipment or any part thereof is in such suit held to constitute infringement and the use of said equipment or part is enjoined, Schindler Elevator will at our own expense either: procure for Purchaser the right to continue using said equipment or part or replace same with non-infringing equipment; or, modify it so that it becomes non-infringing; or, remove said equipment and refund the purchase price and the transportation and installation costs thereof. The foregoing states Schindler Elevator's entire liability for patent infringement by said equipment or any part thereof.
13. Schindler Elevator will not be liable in contract, in tort (including negligence or strict liability) or otherwise for damage or loss of other property or equipment, loss of profits or revenue, loss of use of equipment or capital, claims of customers or for any special, indirect, consequential or liquidated damages whatsoever. Purchaser's remedies set forth herein are exclusive and Schindler Elevator's total cumulative liability with respect to this contract or anything done in connection therewith such as the performance or breach thereof will not exceed the price of the part upon which such liability is based.
14. The Purchaser warrants that the work site in the building does not contain any asbestos, asbestos-containing materials or airborne asbestos fiber. If Schindler Elevator, prior to or after commencing work at the site, has reasonable cause to believe that asbestos is present, Schindler Elevator may request the Purchaser to obtain bulk sample testing to confirm the presence of the substance. In the event that material-containing asbestos is confirmed, Schindler Elevator may at its sole option terminate the contract without further liability on its part, and the Purchaser will pay Schindler Elevator in full for all work completed up to the date of termination, Schindler Elevator will complete work under this contract if, within 30 days from Schindler Elevator's notification to the Purchaser of the presence of asbestos, the Purchaser has removed or contained the asbestos to the satisfaction of Schindler Elevator. Purchaser agrees to incur all costs connected with any special facilities, air-monitoring, testing or personal protection equipment which may be required under applicable laws to perform the work. Purchaser further agrees to defend, indemnify and hold harmless Schindler Elevator for any and all damages, claims, losses, costs, expenses (including legal and attorneys' fees) arising out of any claim for asbestos-related personal injury (including death, disease or sickness) or property damage.
15. The Purchaser agrees to accept in satisfaction of insurance requirements for this project Schindler Elevator's standard Certificate of Insurance. Schindler Elevator will not name additional insureds.
16. Partial waivers of lien for payments received by Schindler Elevator will be issued on a mutually agreeable form if the Purchaser so requests in writing. Schindler Elevator will issue a full waiver of lien on a mutually agreeable form after receipt of all monies to which it is entitled under this specification if the Purchaser so requests in writing.