



# Schindler Modernization Proposal

Taking our relationship to the top



**Schindler**

Modernization

4/22/2024

Downtown Development Authority  
150 S 5th Ave  
Ann Arbor, MI 48104-1999

RE: Elevator Modernization Proposal – 4<sup>th</sup> and Washington Ramp Elevator  
Downtown Development Authority (ml)  
123 E. Washington St.  
Ann Arbor, MI 48104-2028  
Proposal KKAA-D48M5J

Dear Jada,

Schindler Elevator Corporation is very grateful for the opportunity to provide you with our proposal to modernize the elevator system at Downtown Development Authority (ml). Schindler is an industry leader in vertical transportation systems with 140 years of experience and over 60,000 employees globally. As our customer, you can be certain the new elevator system will incorporate state of the art technology with the support and expertise to ensure reliable and safe operation for the life of your elevator equipment.

Schindler is proud to be the worldwide leader in escalators and the second largest installer of elevators globally. We move over one billion people per day on Schindler elevators and escalators. We are proposing Schindler's Elevator system for your property. This system's benefits are detailed in the following proposal.

Safety is the top priority for Schindler in everything we do. You can be assured Schindler provides products that meet the most stringent safety requirements in the industry. Our employee and public safety programs are of utmost importance and are non-negotiable items for each and every Schindler employee.

Our sustainability over the past 140 years is a result of our commitment to customer service, innovation and service excellence. Schindler Ahead, our predictive analytics platform, which is now available with each Schindler controller, is our continued commitment to leadership in innovation and customer service.

We thank you, again, for this opportunity and we look forward to discussing our proposal with you at your earliest convenience. You can reach me on my phone at 616-262-9178.

Best regards,

Kevin Kalita  
Schindler Elevator Corporation  
135 East Bennett St.  
Saline, MI 48176  
616-262-9178  
[Kevin.kalita@schindler.com](mailto:Kevin.kalita@schindler.com)



**Schindler**



# Schindler Elevator Corporation

A partnership which takes you to the top

## Leadership through service

Schindler's company vision, "leadership through service," serves as our guiding principle throughout each customer relationship. To achieve that vision, employees throughout our organization put these values into practice every day:

- As a premier total service company, we at Schindler live values that provide our customers with outstanding service as well as world class products.
- We are passionate service providers to both our internal and external customers.
- Every business process is designed to best serve our customers.

Throughout our history, Schindler has strived to demonstrate these values on every project. We now look forward to continuing our partnership with our modernization package offer. We are committed to providing you with industry leading products with an option for a payment plan over time\* that builds from our long-term commitment to you as our customer.

The Schindler management and engineering team has developed this project plan to provide you with an overview of our approach to make your property a successful project.

\* Subject to proper credit approval.







# The Challenge of Obsolescence

## Obsolescence Challenges

All mechanical and electrical components wear with use over time. For this reason, we only see automobiles over 25 years old in the classic car grouping. The computer age brought us great advancements which have accelerated rapidly over the past 10 years pushing many older computer technologies to the side. In similar fashion, elevators over 25 years old face these same challenges. The above noted mechanical and electrical systems over 25 years old pose many of the following issues:

- Reliability Challenges
- Higher maintenance costs
- Limited or rebuilt only parts availability
- Higher potential liability exposure
- Higher operating costs

## Schindler's Unique Offer

Schindler values our relationships with all our customers and works to provide creative solutions to our customers which benefit both the customer and Schindler. Our traction elevator modernization package offer is one such unique opportunity for Schindler to partner with you, our customer. We understand the cost of an elevator modernization along with the other building cost upgrades required with a modernization can be a serious burden on a property

- 60- or 72-month payment options for those with approved credit.
- Schindler TX package provides an industry leading control and drive system, greatly improved energy efficiency, reliability and ride quality.



# What does this all mean?

## Traction Package will provide:

### Enhanced performance and reliability

Ensures a higher level of passenger satisfaction with a smoother riding experience

### Greater sustainability and efficiency

Delivers cutting-edge technologies to significantly reduce energy consumption and costs

### Improved safety and code compliance

Employs the latest equipment designs with advanced safety features.

#### Enhanced performance

Miconic® TX controller

#### Internet of elevators

Schindler Ahead

#### Energy saving

Power Factor 1 regenerative drive/  
Various geared & gearless machine solutions

#### Quiet

Suspension Traction Media or Steel Traction Rope

#### Reliable & Smooth

Linear door operator systems

#### Safety

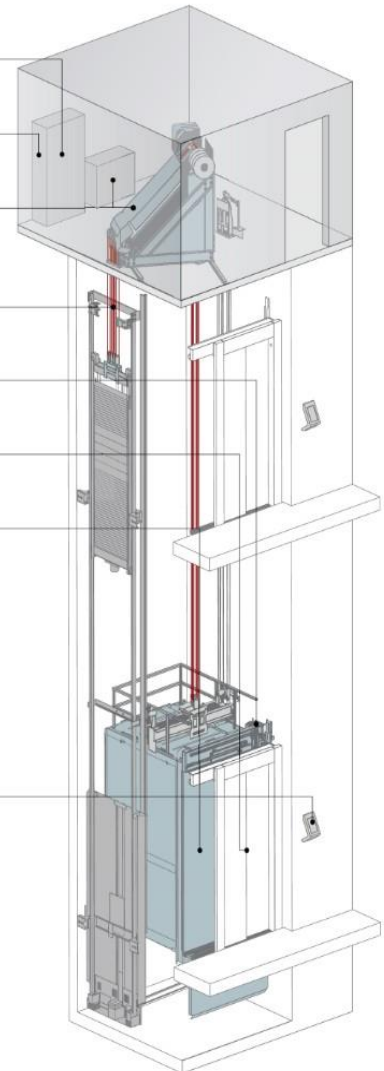
Progard L light curtain

#### Appealing

Car aesthetic upgrades: Fixtures & Cab Interiors

#### Efficient

Optional destination dispatching with  
PORT Technology



## Schindler Advantage

### Safety & Reliability

- Leveling accuracy within 1/8 inch of floor landing.
- Speed and unintended movement detection inhibiting the elevator motion when out of code allowable limits.
- Closed loop door controls ensuring safe and smooth door operation within code limits.

### Control & Drive

- TX controls are a global platform in over 140 countries throughout the world. Parts support and technical expertise can be assured for many years into the future.
- TX reliability and ride quality is well known throughout the industry. TX controls and drives will provide up to 200% reliability improvement over older control and drive technology.
- Schindler PF1 regenerative AC drives are 99% efficient. Improved energy efficiency of up to 40% over older technology.

### Fixtures

- Durable vandal resistant, aesthetically pleasing fixtures with LCD displays.

### Door Operation

- Minimal moving parts mean higher reliability and less maintenance.
- No lubrication means less problems due to dust and lint accumulation.
- Less moving parts and closed loop feedback equal smoother and quieter performance.
- Robust motor design means our system will perform to standards under all door conditions.

### Schindler Ahead

- All units equipped with Schindler Ahead advanced diagnostics. Diagnoses problems quicker with predictive maintenance platform. Action Board mobile reporting for the customer.
- Digital Alarm available to replace more expensive 24-hour emergency monitoring services.

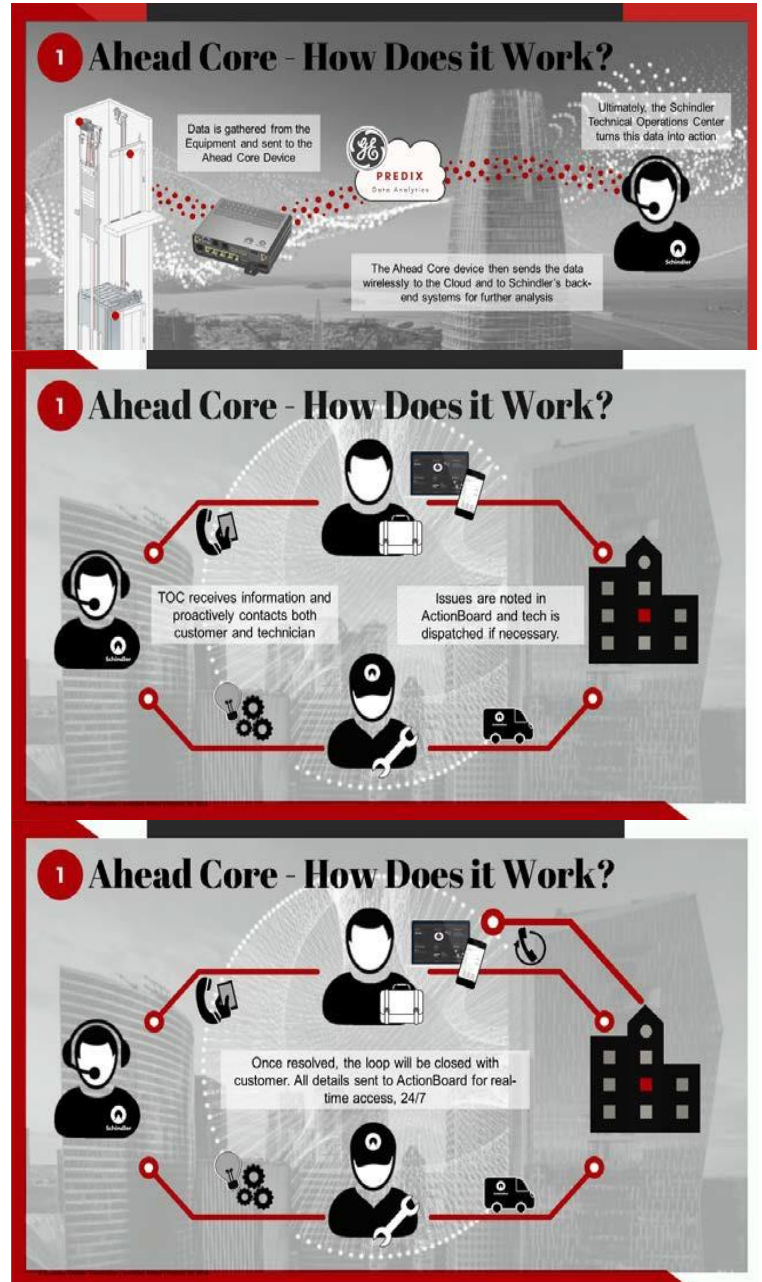


## The Internet of Elevators & Escalators

### CONNECTING THE DOTS.

Imagine a platform where all involved parties are connected and necessary information is shared in real-time. Schindler Ahead connects equipment, customers, passengers with Schindler Contact Centers and technicians via its digital closed-loop platform.

**Schindler Ahead is included as part of your modernization package. See Terms and Conditions within this proposal for details.**







# Schindler

## service and maintenance

Global resources, local service

Your property will be maintained by the most highly trained men and women in the industry, who are armed with leading-edge technology and a culture of service excellence.

### Global support

As a global enterprise, Schindler service technicians are at work in more than 140 countries on five continents. A substantial research and development effort support their continued effectiveness, bringing new safety and performance innovations to market. Employing best practices in manufacturing helps to ensure Schindler technicians are servicing the industry's highest quality systems.

### National support

If an elevator needs unscheduled service, customers across the country simply call the Schindler Customer Service Network. The technician receives a message on FieldLink from the customer service representative, is alerted to the problem and responds with an estimated time of arrival. This information is immediately relayed to the customer. When systems are equipped with Schindler Remote Monitoring™, technicians can be dispatched to the site to address subtle changes in performance, often before a problem ever develops.

At the national level, Schindler also has product line, service and modernization engineers who coordinate their efforts to help ensure that the reliability built into Schindler's equipment is maintained through every stage of an elevator's life cycle. Their knowledge is shared with the technicians at the Center for Service Excellence that provides training, technical expertise and sales support in all areas of maintenance and repair for elevators, escalators and moving walks. As a pioneer in dedicated service for all brands of vertical transportation equipment, Schindler expertise is unmatched. The Center for Service Excellence is the premier service support center in the industry.

### Regional support

Schindler's Region Operation will continue to support the local organization. When unusual or complex situations arise, the Schindler service technicians can reach out to their regional service operations manager, field engineers and subject experts, who are always ready to provide in-depth technical assistance. They can support the technician with decades of maintenance experience covering all types of systems and brands of equipment.

### Local support

Every Schindler service technician is equipped with FieldLink™ a fully functional handheld PC, cell phone, dispatch device, troubleshooting tool, parts database and service manual all rolled into one. This amazing device gives technicians immediate access to the complete service history, special needs and repair routines for every piece of equipment they maintain. With the aid of an advanced interactive software program called OSCAR, technicians can quickly identify the most likely source of the problem and fix it right the first time. If necessary, they can even order parts right from the job site or request advanced technical support from a field superintendent and local adjuster.





# Safety program

Our first priority

## Overview of the Field Safety Program

Schindler's Field Safety Program has been developed to provide our customers with the necessary information regarding our efforts to reduce accidents and maintain compliance with applicable safety regulations.

The goals of Schindler's Field Safety Program are to reduce the incidence of workplace injuries and illnesses and maintain compliance with all applicable safety regulations. These goals are carried out through established company safety procedures and employee training. We continuously monitor the success of the Field Safety Program by tracking accident reduction efforts, workers' compensation accident costs, number of accidents, near miss analysis and employee training.

Schindler maintains safety procedures/programs designed to ensure the success of the Field Safety Program. The following elements are included:

- ✂ Guidelines for safe work practices
- ✂ Accident reporting and investigation procedures
- ✂ OSHA Required Training Programs (i.e.: Fall Protection, Scaffolds, Hazard Communication, Electrical)
- ✂ Schindler Elevator Corporation safety training programs
- ✂ Employee disciplinary procedures
- ✂ Substance abuse testing guidelines
- ✂ Subcontractor safety and insurance requirements
- ✂ Emergency and first aid procedures
- ✂ New employee safety orientation
- ✂ Fire protection measures
- ✂ Personal Protective Equipment (PPE) requirements
- ✂ Proper mechanical and manual materials handling
- ✂ Fleet safety policies and training
- ✂ Guidelines for working in buildings where asbestos may be present
- ✂ Schindler maintains written programs for Hazard Communication, Fall Protection, Confined Space, Lockout/Tagout, Respiratory Protection and Scaffolding and other OSHA-required training programs.

## Safety training

Schindler maintains an on-going safety training program for all field employees to ensure that all have been trained in the safe execution of their work assignments. This training includes the following:

- ✂ Safe work practices
- ✂ Recognition and abatement of unsafe conditions
- ✂ How to prevent common causes of accidents (i.e., back injuries)
- ✂ Hazard Communication/handling of hazardous materials
- ✂ Control of electrical hazards
- ✂ Proper materials storage and handling

In addition to training received directly from Schindler, all field employees are provided training on safe work practices educational program (National Elevator Industry Education program).

With U.S. headquarters in Morristown, New Jersey, and Canadian headquarters in Toronto, Ontario, Schindler Elevator Corporation is the North American operating entity of the Switzerland-based Schindler Group.

Schindler is one of the leading global manufacturers of elevators, escalators and moving walks. Schindler employs over 5,000 people in more than 250 locations in North America.

Founded in 1874 in Lucerne, Switzerland, by precision engineer Robert Schindler, it is a closely held company and is listed on the Swiss stock exchange.

Schindler manufactures, installs, maintains and modernizes mobility solutions for almost every type of building requirement worldwide. The company specializes in latest-technology engineering, as well as mechanical and micro-technology products designed and rigorously tested for comfort, efficiency and reliability.

Schindler products can be found in many well-known buildings throughout North America, including office buildings, airports, shopping centers/retail establishments and specialty buildings

1 Billion



People moved  
every day



1874

Founded

100+

Countries

1'000+

Branch Offices

>59'000



Schindler People

**Project Scope – Bank A**

Number of Units	1	Capacity	3000
Type	New Geared - HW	Speed	350
Unit Numbers	4 <sup>th</sup> and Washington 01	# of stops	8
Machine Location	Overhead	# of openings	8 Front 0 Rear

	Description of Work	Type	Option
	Machine Room		
1	Controller	TXR5	New
2	Drive	VF44BR	New
4	Schindler Ahead		New
	Machine		
10	Machine	HW 64 - Overhead Machine with Bedplate	New
11	AC Hoist Motor	35 hp, 1150 rpm - Foot Mounted (HW)	New
12	Governor - Car	GB 42 - 16"	New
13	Governor - Cwt		NA
14	Ascending Car Protection (Rope Gripper)	HW 622	New
	Door Operator		
31	Door Operator: Front		Reuse
33	Clutch: Front		Reuse
35	Door Restrictors		NA
36	Door Gibs & Z Brackets		Reuse
37	Electronic Door Detector: Front		NA
	Hoistway Door Equipment		
41	Door Tracks		Reuse
42	Door Hangers		Reuse
43	Pickup Assemblies		Reuse
46	Spirators		Reuse
47	Sill Closers		Reuse
48	Door Interlocks		Reuse
	Car and Hall Fixtures		
61	Code Compliant Main COP	Applied	New
62	Code Compliant Aux COP		NA
63	Car PI	In COP	New
64	Car Lantern		New
65	Hall Lantern	Surface	New
66	Hall Position Indication	Stand-alone	New
67	Access Switch	Top & Bottom	New
68	Inconspicuous Riser		NA
69	Hall Pushbutton Station	Surface	New
70	Hall Fixtures		New
71	Fixture Finish	#4 Stainless Steel	New

Car and Hoistway			
80	Hoistway Wiring	Single Traveling Cable + Hoistway Wiring	New
82	Digital Landing system	ETS/ETSL Kit & Blade Assembly (200 - 800 fpm)	New
84	Car Top Inspection Station and Work Light	Miconic TXR5	New
86	Car top railing	Front Opening	New
88	Cab fan		Reuse
90	Car Door		Reuse
95	Whisperflex		NA
100	Compensation ropes		Reuse
105	Governor Tension sheave	GB Governor (Labor Only)	New
110	Compensation sheave		Reuse
115	Counterweights		Reuse
120	Car roller guides	ELSCO Model A - Polyurethane (4 per car)	New
125	Counterweight roller guides	ELSCO Model C - Polyurethane (4 per car)	New
130	Car safeties		Reuse
135	Counterweight safeties		Reuse
140	Counterweight filler plates		Reuse
145	Oil Buffers: Car		Reuse
147	Oil Buffers: Cwt		Reuse
150	Car Rails		Reuse
155	Counterweight rails		Reuse
160	Hoist ropes and shackles	0.5" Dia EHS (Imperial, Other or Geared Machines)	New
165	Car top sheave		NA
170	Counterweight Sheave		NA
180	Cab Interior		Reuse
185	Cab Allowance	\$0 PER CAB	NA

All other systems and components not noted above will be reused and integrated into the new elevator system.



## **SCHINDLER AHEAD**

**Your Schindler Modernization package comes enabled with Schindler Ahead.** The **Schindler Ahead Hardware** provides remote connectivity to your equipment and will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule service calls.

Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity.

**Schindler Ahead** has three service tiers to fit your individual needs. The tiers are Connect, Enhanced, and Premium. As part of your service agreement, Schindler includes the Enhanced Package upon completion and turnover of the last unit with details as noted herein. This cost is broken out as part of the total monthly maintenance cost of your service agreement.

**Connect** – Schindler's Connect package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube to be connected to your equipment 24/7. Connect also provides access to the basic features of ActionBoard and ActionBoard Mobile, giving you real time information on your equipment.

**Enhanced** – The Enhanced Package includes the features of Connect, plus access to Schindler's Elevated Support Professional (ESP) Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The ESP Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback related to the following situations: Elevator or Escalator Running in normal operation, or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

**Premium** – The premium package is our top tier and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

The Enhanced Package and Premium include access to **Schindler ActionBoard and ActionBoard Mobile**, which are communication technologies that provide access to real-time information about your equipment. Some of the available information includes: performance history, reports, push notifications, service call records, unit profiles and more.

Additionally, Schindler Ahead enables the option to add **Digital Alarm**, a cellular emergency phone monitoring service, to any tier. This service includes a reliable cellular connection that allows incoming and outgoing emergency calls from the elevator cab and eliminates the need for a traditional analog phone line.

## Work by Others

The owner will provide the following requirements based on ANSI A17.1 Code, the governing code, except when applicable codes conflict with ANSI A17.1 Code. Rules referenced are ANSI A17.1 Rules.

### Hoistway

1. Provide 75-degree bevel guards on all projections, recesses or setbacks over two inches, except for the loading or unloading side. Rule 100.6.
2. Provide pit light and GFI outlet. Light switch to be located adjacent to each pit entrance.
3. Provide a legal hoistway inclusive of ventilation and shaftway bevel guards, as required.
4. Cutting and patching walls and floors.
5. Provide a pit access ladder for each elevator, where required.
6. Provide a lockable, self-closing, fire-rated pit door, where required.
7. Hoistway venting or pressurization to prevent accumulation of smoke and gas, as required by Local Building Code.

### Machine Room

1. Enclose/relocate all non-elevator oriented conduit, ducts and drains from elevator machine room, where required in the machine hoistway and/or pit. Enclosures, when used, need to be two-hour rated.
2. Provide means to regulate control room temperature and humidity between 55° F and 90° F with relative humidity no more than 85% non-condensing. Peak equipment heat release is a minimum of 6,000 BTU/Hour/Unit (maximum = 9,000 BTU/Hour/Unit) for a Hydraulic unit.
3. Provide machine room smoke/heat detector as required by regulation. In the event sprinklers are anticipated within the machine room area, means to remove primary power prior to the application of water must be provided as required by code.
4. Provide new electric wiring from the present disconnect switches to the terminals of the new elevator controllers in the new locations, inclusive of a normal/standby 120 VAC, 15 AMP supply at each controller.
5. Provide connection at the first elevator controller for fire recall operation, where auto-recall is needed to respond to a life safety/fire alarm system.
6. Provide proper lighting in the elevator machine rooms within the vicinity of every controller and mainline disconnect per code requirements.
7. Provide a fused disconnect switch or circuit breaker and a light switch adjacent to the lock jamb-side of the machine room door for each elevator location, per the National Electric Code. Rule 210.5 and NFPA No. 70 Rule 620-51. Provide auxiliary disconnects, as required, based on the elevator contractor's drawings.
8. Provide copper wire feeder and branch wiring circuits to the controller, including a main line switch and convenience outlets.
9. Provide a telephone outlet near an elevator controller in each machine room.
10. Provide a self-closing and locking access machine room door.
11. Provide an "ABC" fire extinguisher.
12. Interfacing to and updating the existing fire life safety systems to meet current code requirements.

13. A separate 20 amp circuit will be provided if tank heater is provided with the elevator.

### General Requirements

1. Provide sufficient space for storage of materials on site throughout the duration of the modernization.
2. Provide clear floor space to be used as a work area.
3. If not presently outfitted, each elevator lobby should be equipped with smoke detectors, which can be used to initiate automatic fire recall. Actuation from water flow sensing or the general building alarm may require special approval.
4. Paint new or modified hoistway equipment to match building aesthetics, as required.
5. Provide building signage and floor designations related to other building systems, as required.
6. Provide building corridor lighting sufficient for illumination of elevator landing sills, as required by code.

### Electrical Requirements

1. The permissible voltage drop for elevator feeders shall not exceed 3% between the service delivered to the building and our supply terminal.
2. All three legs of the three-phase feeder must be hot with respect to ground and balanced to each other with no more than a 5% variation between individual legs.
3. The maximum permissible voltage variation measured in the machine room under all operating conditions shall not exceed plus or minus 10% of the nominal building supply power source voltage.
4. A 20-amp, single phase, 110VAC, dedicated circuit with a duplex receptacle for the oil heater unit.
5. For ascending car protection, a separate 15 Amp 120VAC branch circuit to each elevator controller for the Rope Gripper, Bode Break or Sheave Jammer. This circuit must operate on the emergency power supply.
6. FOR EMERGENCY POWER OPERATION OF ELEVATOR(S): (when required)
  - A. Provide an emergency generator that has the same voltage characteristics as the normal power supply. It should also have the capacity to deliver sufficient power to the main line disconnect switches in the elevator machine room for operating the specified number of elevators used during an emergency at full speed and full load.
  - B. Provide an automatic transfer switch, or switches, for transferring power from normal to emergency power and back again.
7. EMERGENCY POWER OPERATION SIGNAL - The following separate indicating signals will be required from the automatic transfer switch to the machine room communication unit for each group of elevators.
  - A. One dry contact to close on emergency power and open on normal power. Provide two #12 AWG wires.

- B. Provide one normally open dry contact (pre-transfer) to close 30 to 60 seconds prior to transfer to emergency power or back to normal power. This contact should reopen immediately after actual transfer of power. This is to prevent transfer of power while an elevator is moving, which can occur during the return to normal power or on an operating test. Provide two #12 AWG wires.

Note: When operating elevators on emergency power, a means of absorbing the regenerative energy may be necessary and shall be provide by others.

It is required that the car light, the fan circuits, ascending car protection circuit and the intercom circuit (if supplied), be set to operate from the emergency power supply in accordance with the building code.

8. The SCCR rating of elevator equipment is 5000 Amps, contractor to ensure that the available fault current of the building supply at the service switch does not exceed this value (Per NEC 110.10). Contractor to include a label (please see figure 2- Available Fault Current Label Example) that identifies the Max Available Fault Current onto Disconnect.

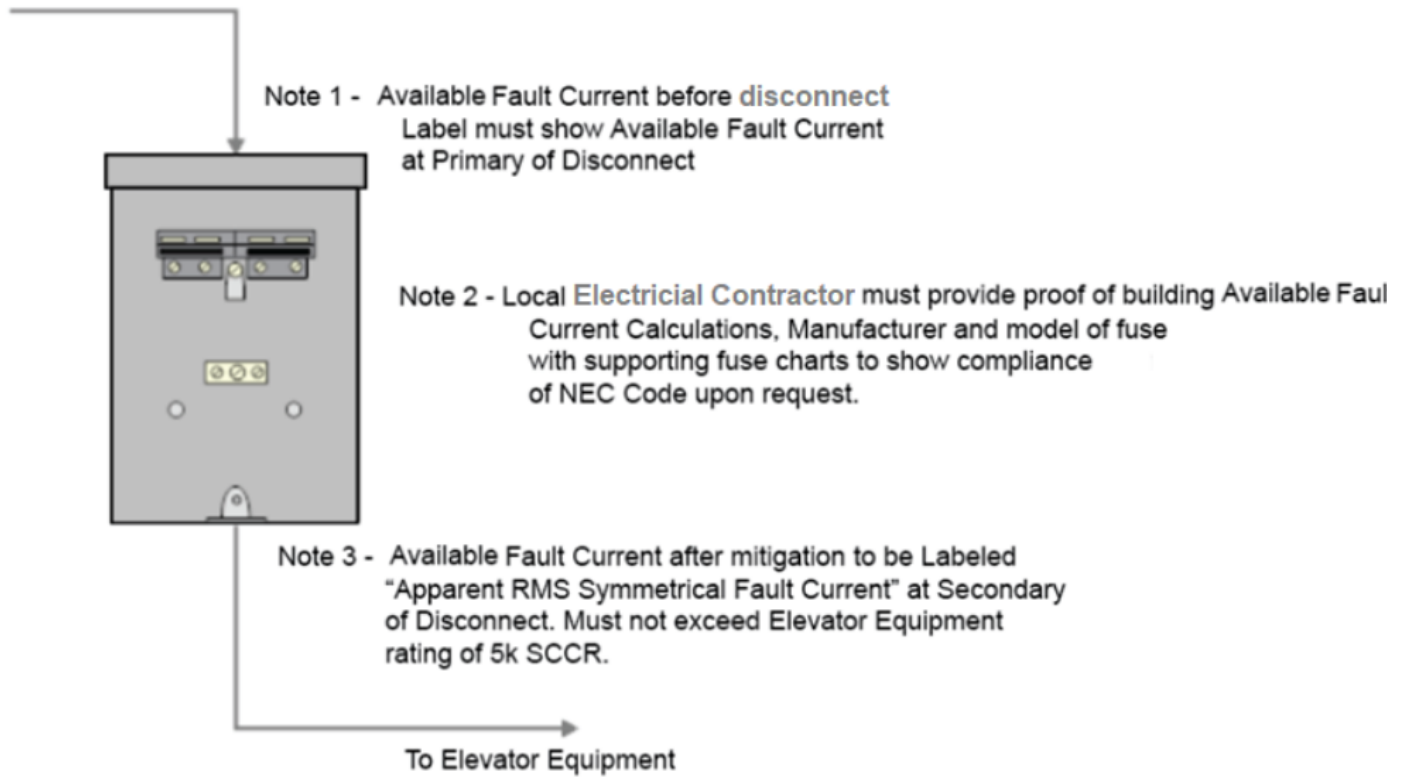
- A. See Note 1 of Figure 2, Available Fault Current Labelling Diagram. In addition, we require a hard copy of the manufacturers Fuse Chart and rating verifying the available fault current meets requirements.
- B. Per NEC 110.24, the service switch should be legibly marked with Apparent RMS Symmetrical fault current supplying the Elevator Equipment. \*\*See note 3 of AVAILABLE FAULT CURRENT RATING LABELLING DIAGRAM.

9. NETWORK CONNECTION REQUIREMENT FOR TWO-WAY VISUAL COMMUNICATION DEVICE (A17.1-2019 / B44-19 or IBC 2018)

- A. Where the elevator rise is 18m (60 ft) or more, or seismic operation is provided according to A17.1-2016 or later requirements, a single RJ45 wired Ethernet communications circuit shall be provided by the building. This Ethernet connection shall be located in the machine room associated with the Elevator Control Visual Alarm Box for the master elevator group.
- B. Where the elevator rise is below 18m (60ft), and seismic operation is not provided according to A17.1-2016 or later requirements, separately wired RJ45 Ethernet communications circuits, one per elevator group, shall be provided by the building. This Ethernet connection shall be located in the machine room associated with each Elevator Control Visual Alarm Box.
- C. The network must have enough bandwidth for connecting to multiple elevators and displaying a series of images with adequate resolution to identify the presence and general condition of passengers in the elevator. The recommended minimum upload speed is 0.5Mb/s per elevator connected to the communication system. Note that networks are commonly rated by their download speed with a lower upload speed.
- D. The communications circuit shall originate at the Elevator Control Visual Alarm Box, part of the two-way visual communication device designed by Schindler and terminate at the building WAN internet equipment routed via a 1" conduit.
- E. This internet connection is required to have an un-interruptible power supply for a duration of 4 hours to allow for the Visual Communication Device to function if building power is lost.



From Building Electrical Distribution Panel



**FIGURE 1:** AVAILABLE FAULT CURRENT RATING LABELLING DIAGRAM

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## Price and Payment Terms

1. Our price for the work proposed is as noted below including appropriate tax and will be added to the invoice/billings. This price is firm for 30 days, and thereafter subject to change without notice.

**Total Price including applicable taxes: \$321,124.00**

You agree to the following payment schedule for the lump sum option:

- Initial Invoice: 50% of the price quoted above upon execution of this Contract;
- Progress Invoice: 95% of the remaining balance to be paid in one installment upon fabrication of material;
- Final Invoice: Final payment within 30 days of completion of the work.

All invoices, including final invoice are payable within 30 days of application.

Any late or overdue payments will bear interest at the rate of 1 ½% per month. Attorneys' fees and other costs of collection will be included in the event that we must pursue legal action for payment or in the event that you are otherwise in breach of this contract.

We will not release to manufacture until the above initial invoice is paid. We will not schedule on-site work until the above progress invoice is paid. We will not turn over equipment prior to receipt of 95% of the price for the work inclusive of change notices.

2. Our price for the cab interiors which is included in the above price is \$0 (total for the job).

## General Terms and Conditions

1. The price quoted in Article 1 above is based upon all the work being performed during our regular working hours of regular working days. If overtime is required, the additional price usually charged by us shall be added to the contract price. Your advance approval in writing is required before we will schedule or perform any overtime work.
2. The equipment furnished hereunder remains personal property and we 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.
3. The completion of the work as covered by this Agreement or acceptance thereof shall constitute a waiver by you of all claims for loss or damage due to delay. It is also understood and agreed that we shall not be liable for the condition, design, application or compliance with acceptable codes of any equipment not furnished under this Agreement or for the omission of any work or equipment not covered by this Agreement. We reserve the right to remove and retain all equipment that has been replaced or new materials not used in construction.
4. Schindler reserves the right to furnish its most modern of equipment and no statements contained in this contract are to make it obligatory for us to furnish equipment, the design of which has been discontinued or supplanted by new standards or codes.
5. All previous communication between us, whether written or verbal, with reference to the subject matter of this Agreement, is hereby abrogated, and this contract when duly accepted and approved constitutes the agreement between us, and no modification of this agreement shall be binding upon the Purchaser or Schindler, or either of us, unless such modification shall be in writing, duly accepted by the Purchaser and approved by Schindler. The contract date shall be the date of approval by Schindler.
6. The Purchaser is to provide suitable connections from the power mains to the controller, together with any cutouts, line switches, phase reversal or lightning arresters, and any other such components as that may be necessary to meet purchaser and/ or local code requirements.
7. Any changes in the building required to meet any local or state building or electrical codes are to be made by the Purchaser. Any cutting or patching necessary for the installation of equipment furnished under this contract shall be done by the Purchaser. Schindler shall not under any circumstances be liable for any redecorating that may be necessary upon the completion of its work. No work or service other than that specifically mentioned herein is included or intended. Such work by others must be coordinated by Purchase with Schindler in order to avoid delays to Schindler's work.

- 8A. It is expressly understood, in consideration of the performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that Schindler assumes 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 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 equipment referred to is in no way affected by this Agreement.

Schindler shall 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, epidemics, pandemics, riot, civil commotion, malicious mischief, embargoes, shortages or 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 Purchaser's or Schindler'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. Dates for the performance or completion of work shall be extended to the extent of such delays.

- 8B. 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 established sole and direct fault of Schindler.
- 8C. We reserve the right to modify price and schedule without penalty due to material or component shortages.
- 8D. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the price of this Agreement. We will not be liable in any event for special, indirect, liquidated or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of equipment or property, or business interruption.
9. Schindler 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 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 TITLE. The equipment installed under this agreement requires maintenance service, such as periodic examinations, lubrication and adjustment by competent elevator mechanics. Our guarantee is not intended to supplant this normal servicing of the equipment and it is not to be construed that we will provide free maintenance service of this type, except as may be provided under other provisions of the contract, or that we will correct, without charge, breakage, maladjustment or other troubles occurring as a result of improper or inadequate maintenance.
10. We will defend any suit or proceeding brought against you so far as based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, provided that such equipment or part is not supplied according to your design, and it is used as sold by us, if notified promptly in writing and given authority, information and assistance (at our expense) for the defense of same, and we shall pay all damages and costs awarded therein against you. In case said equipment or any part thereof is in such suit held to constitute infringement and the use of said equipment or part is enjoined, we shall at our own expense either: procure for you the right to continue using said equipment or part; or replace same with non-infringing equipment; or modify it so it becomes non-infringing; or remove said equipment and refund the purchase price and the transportation and installation costs thereof. The foregoing states our entire liability for patent infringement by said equipment or any part thereof.



11. Purchaser will have the hoistways and machine room in safe and proper condition and the proper electrical current available as indicated on our attached schedule. Purchaser will also provide adequate access for delivery and a dry protected place for storage of equipment. Storage requirement of a minimum of 150 sq ft will be required for this project. If storage constraints force double handling of equipment, we will be compensated by you for all additional costs for labor and materials to overcome such obstacles at our standard billing rate. If the locations where the work is to be performed are not ready or are unsafe, we reserve the right not to begin or to discontinue the work. If adequate storage is not available, we will be compensated for all storage costs, as well as costs for demobilization and remobilization if necessary.

If completion of our work is delayed beyond our control and the following date: \_\_\_\_\_, our price will be increased in proportion to any additional costs to complete, including but not limited to labor rate increases, component material price increases, storage costs, demobilization and remobilization expenses and the like.

12. 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.
13. 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 will deactivate and remove if the Agreement is terminated.
14. Our bid is based on reusing existing components as is in regard to seismic conditions except as herein noted. Any required changes to existing components resulting from seismic requirements will need to be bid separately.

15. You agree to pay, as an addition to the price stated herein, the amount of any federal excise tax, state and local sales, use or transaction tax, or increase of any tax, or similar charges based upon the sale, use, ownership or possession of materials and/or equipment imposed by any law enacted after the date of this proposal, or imposed upon you by any existing law. In the event of legislative change to the applicable tax rates, including but not limited to sales tax, use tax, excise tax, privilege tax, transaction tax and similar charges, Supplier reserves the right to adjust the contract price accordingly.

In the event the customer claims an exemption from sales and/or use tax the customer shall provide a valid executed exemption certificate

In the event you claim an exemption which Supplier accepts in good faith and it is later determined by a taxing authority that such exemption does not apply, Schindler reserves the right to adjust the contract price to reflect the change.

Customer shall pay any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of the delay or failure, caused by the Customer, to pay any tax or file any return or information required by law, rule or regulation or by this Agreement to be paid or filed by Supplier.

If either Party is audited by a taxing authority or other governmental entity in connection with taxes under this Taxes Section, the other Party shall reasonably cooperate with the Party being audited in order to respond to any audit inquiries in an appropriate and timely manner, so that the audit and any resulting controversy may be resolved expeditiously.

In the event of governmental changes to applicable tariffs, Schindler reserves the rights to adjust the contract price accordingly to account for all additional cost impacts.

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).

16. We are not responsible for the removal of any hazardous materials. We will take possession, remove, and dispose any elevator equipment not being reused.
17. Schindler reserves the right to make technical modifications - in conformity with technological progress and/or safety regulations - to the products and/or to replace the components with components of equal or superior quality at any time until delivery and without further notice.
18. In the event of any change to the applicable code, after the date of this proposal that may affect this installation, you agree to pay Schindler any additional costs and provide the necessary extension of time to comply with the code change.

Subject Schindler Elevator Modernization Proposal - KKAA-D48M5J

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Date 4/22/2024

## Schindler Elevator Corporation

By: **Kevin Kalita**

\_\_\_\_\_  
(Signature)

Accepted: \_\_\_\_\_  
(Full legal name of Purchaser)

By: \_\_\_\_\_  
(Signature) (Title)

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

▽ Principal or Owner

▽ Agent for Principal or Owner: \_\_\_\_\_  
(Name of Principal or Owner)

\_\_\_\_\_  
Approved: **Schindler Elevator Corporation**

By:

\_\_\_\_\_  
(Signature)

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

Modernization Invoice Application No. 1

Bill to:		Ship to:		
Company	Downtown Development Authority (ml)	Downtown Development Authority (ml)	Invoice Date:	4/22/2024
Address	-	-	Invoice Number:	KKAA-D48M5J
City	Ann Arbor	Ann Arbor, MI 48104-2028	<u>Billing Terms</u>	
State	MI		Progress Bill Terms:	Net Due 30 Days
Zip	48104		Final Bill Terms:	Net Due 30 Days
Contact Name	Jada Hahlbrock			
Agent for				

Progress Billing – Elevator / Escalator Installation

Contract Amount 321,124.00

	Work Value	Retention	Net Due
Total Work Completed	169,013.00	8,451.00	160,562.00*
Less Previously Billed	0	0	0.00
Current Application	169,013.00	8,451.00	160,562.00

\*THIS INVOICE IS SUBJECT TO REVISION BASED ON FINAL CONTRACT PRICE

All Invoice / Payment / Contact Questions to:	
Sales Rep Name	Kevin Kalita
Office Name	1730
Phone Number	616-262-9178

Remittance
Schindler Elevator Corporation
PO Box 70433
Chicago, IL 60673-0433

Please return this portion with your payment  
If paying electronically, please provide the invoice number with your remittance

Payer:	Downtown Development Authority (ml) 150 S 5th Ave Ann Arbor, MI 48104	Invoice Number:	KKAA-D48M5J
		Invoice Date:	4/22/2024
		Invoice Amount:	160,562.00
Remit To:	Schindler Elevator Corporation PO Box 70433 Chicago, IL 60673-0433		