

Schindler Elevator Corporation

Joe Lopez
1110 Washington St
Laredo, TX 78040

Contact: Samuel Bruno
Telephone: 361-402-5929
Fax: 210-490-1338
E-mail: Samuel.Bruno@schindler.com
Date: 7/17/2019
Subject: Schindler Elevator Modernization Proposal
Sourcewell/NJPA Contract #100516-SCH

Proposal #: KHIL-BE5MKS
Project: Webb County
1110 Washington St
Laredo, TX 78040

Schindler Elevator Corporation is pleased to offer you the following proposal, which includes engineering services, material, and labor, to modernize the project referenced above.

For more than 125 years Schindler Elevator Corporation has been a recognized leader in the development and maintenance of safe, efficient, cost effective people moving systems. Schindler has a unique combination of expertise, innovative products and field resources to modernize equipment in any type of facility and to suit any modernization requirement.

We sincerely hope you will consider taking advantage of the many benefits of a Schindler modernization. We trust you will find our commitment to quality installation, while minimizing inconvenience, a key component in demonstrating our dedication to being your vertical transportation partner.

Schindler Elevator Corporation can offer financing options for the project at competitive rates which are administered by our third party broker. Please see the enclosed brochure for details on our financing plan.

Should you have any questions or require additional clarification about your elevator modernization, please do not hesitate to call me.

Sincerely,

Samuel Bruno
Sales Representative

Subject Schindler Elevator Modernization Proposal - KHIL-BE5MKS

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Project Overview

Below is an outline of the work to be performed during this modernization. We have also included an analysis of the opportunities our technology offers to increase your flexibility in managing and leasing your property and improving your return on investment.

Elevators included in Modernization Proposal			
Number of Units	Type	Unit Number	Reference Name
2	Hydro	01 - 02	Bank A

Modernization Benefits

A Schindler modernization offers a number of benefits which have been outlined below:

Advantages with Schindler Modernization	Risks from Deferred Modernization
Smooth, reliable performance as a result of precision engineering, expert installers and quality components utilizing digital technology <ul style="list-style-type: none">Miconic technology has been proven with 70,000+ installations globally, stable platform, high reliability and offers superior ride quality	Poor reliability and potential for higher injury claims and legal costs. Higher operating costs and lower customer satisfaction. Longer wait and travel time for tenants, unreliable ride quality and less system reliability when a car is taken out of service.
Compliance with the latest safety and ADA codes.	Potential for higher injury claims and legal costs.
Long term product support with parts replacement and maintenance. Schindler's Service Excellence offered long after the modernization.	Lack of consistent technical expertise. Short lifecycle of parts support and design obsolescence.
Improved service from Schindler Ahead (SA) which provides remote connectivity to your Equipment. Schindler Ahead 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.	Longer periods of downtime due to troubleshooting. Increased disruptions for tenants and lower customer satisfaction.
Financing may be available based on credit qualifications.	

Project Scope - Bank A

Number of Units	2	Capacity	2500
Type	Hydraulic	Speed	150 fpm
Unit Numbers	01 - 02	# of stops	4
Machine Location	Adjacent	# of openings	4 Front

Description of Work	Included in Proposal
Machine Room	
Tank unit and Miconic HX control. Tank unit includes new submersible pump one single speed AC motor, valve, hush kit, and all necessary piping in machine room	Replace
Battery Lowering	New
Oil Cooler	Not Included
Tank Heater	Not Included
Scavenger Pump	Not Included
Rupture Valve	Not Included
Machine Room Wiring	Replace
Door Operator Front	
Door operator and clutch	Replace
Hoistway Door Equipment	
4 Interlock(s) per car	Replace
4 Spirator(s) per car	Replace
Car and Hall Fixtures	
4 Flush Mounted Hall Stations	Replace
4 Flush Mounted Hall Lanterns	Replace
4 Flush Mounted Hall Position Indicators	Replace
Main Car Operating Panel with Position Indicators	Replace
Floor lockout provisions	Not Included
Finish	#4 SS
Car and Hoistway	
Hoistway Wiring	Replace
Car Wiring	Replace

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

SCHINDLER AHEAD

Your Schindler HXpress 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 this modernization, Schindler includes one year of Enhanced Package upon completion and turnover of the last unit with details as noted herein. Upon completion of the one year, Schindler will automatically bill you \$20.00 per month per unit for the Enhanced Package until terminated or changed by you in writing to us.

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 Connect, Enhanced and Premium Packages 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 **DigitalAlarm**, 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 phoneline.

Please contact your Schindler Service representative for more detail on incorporating one of these service tiers into your service contract.

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
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.

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.
7. Removal of old hydraulic oil from the building.

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.

Add Alternate for Work by Others

1. I have attached the scope of work by others as required and discussed for the elevators #1 & 2 at the Webb County Justice Center, the additional cost for the work by others if performed by Schindler Elevator is \$27,800.00.
2. Base modernization price: **\$214,513.00**
3. Alternate scope of work by others: **\$27,800.00**
4. Grand Total: **\$242,313.00** for elevators #1 & #2 at the Webb County Justice Center

Price and Payment Terms

1. Our price for the work proposed is \$214,513.00. In addition, based on the current proposal date, sales tax will be invoiced based upon the quoted price. This price is firm for 90 days, and thereafter subject to change without notice.

You agree to the following payment schedule:

- 35% of the price quoted above upon execution of this Contract;
- Balance to be paid in one installment upon material delivery equal to 95% of the remaining balance within 30 days of invoice;
- Final payment within 30 days of completion of the work.

Any late or overdue payments will bear interest at the rate of 1 1/2% 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 payment is made. We will not turn over equipment prior to receipt of 95% of the price for the work.

2. Schindler understands the costs for capital improvement can put a strain on a property's budget. Schindler has partnered with leading Finance organizations in an effort to help our clients sort through the best options to fund these capital improvements. We have simplified the process so all private financial information as well as future payments are handled between the Finance organization's representative and our client. Schindler facilitates the transaction and only requires a new 5-year maintenance contract as part of the agreement. Financing option is subject to credit check and approval.

Often times there are other building components which require upgrade due to the upgrade of the elevator system. These costs can be rolled into the total finance package with the lender.

Our monthly finance payment for the elevator work over 60 months would be \$4,298.84*.

If for some reason our contract is cancelled prior to the 60-month term all remaining balances become due immediately. *Monthly finance payment is an approximation and will be finalized following the credit check and contract.

Your sales representative, Samuel Bruno, will be happy to facilitate the process moving forward if you are interested in our financing option. The finance credit approval form can be found attached to this document.

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, 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 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, 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.
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. 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 right to adjust the contract price accordingly to account for all additional cost impacts.
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.

Schindler Elevator Corporation

By: **Samuel Bruno**

(Signature)

Accepted: _____
(Full legal name of Purchaser)

By: _____
(Signature) (Title)

Date: _____

∇ Principal or Owner

∇ Agent for Principal or Owner:

(Name of Principal or Owner)
Webb County

Approved: **Schindler Elevator Corporation**

By:

(Signature)

Date: _____

Financing Credit Application

APPLICANT INFORMATION:

Business Name		Contact	
Street Address		City	State Zip
Phone	Years in Business	Nature of Business	
___ Own Business Property		___ Rent Business Property (Landlord, Phone #)	
___ Proprietorship ___ Partnership ___ Corporation ___ Limited Liability Corp.			

INFORMATION ON PRINCIPAL(S):

Name		Title	SS#	
Street Address		City	State	Zip
Name		Title	SS#	
Street Address		City	State	Zip

BANK REFERENCE:

Name of Bank	Contact & Phone #	Acct #
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TRADE REFERENCE(S):

Supplier	City/State	Phone #	Contact / Acct #
Supplier	City/State	Phone #	Contact / Acct #

AUTHORIZATION: By submitting or signing and faxing the above application, you certify that the information provided in this credit application is accurate and complete and you authorize Schindler Elevator Corp, its successors and/or assigns to obtain information from the references listed and obtain a consumer credit report that will be ongoing and relate not only to the evaluation and/or extension of the business credit requested, but also for purposes of reviewing the account, increasing the credit line on the account (if applicable), taking collection action on the account, and for any other legitimate purpose associated with the account as may be needed from time to time. The individual signing or submitting this application further waives any right or claim, which such individual would otherwise have under Fair Credit Reporting Act in the absence of this continuing consent.

SIGNATURE OF APPLICANT: _____ **DATE** _____

ECOA NOTICE (TO BE RETAINED BY APPLICANT): Your business credit application will be reviewed carefully and a decision will be rendered promptly. If your business credit application is denied, you have the right to a written Statement of the specific reasons for denial. To obtain a statement, please contact us within 60 days from the date that you are notified of our decision. We will send you a written statement of the reasons for denial within 30 days of your request. **NOTICE:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, gender, marital status, age (provided applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers our compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

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Date 7/17/2019

Modernization Invoice Application No. 1

Bill to:		Ship to:			
Company	Webb County	Webb County		Invoice Date:	7/17/2019
Contact Address	1110 Washington St	1110 Washington St		Invoice Number:	HX-BE5MKS
City	Laredo	Laredo, TX 78040			
State	TX				
Zip	78040			<u>Billing Terms</u>	
Contact Name	Joe Lopez			Progress Bill Terms:	Net Due 30 Days
Agent for				Final Bill Terms:	Net Due 60 Days

Progress Billing – Elevator Installation

Contract Amount				214,513.00
	<u>Work Value</u>	<u>Retention</u>	<u>Net Due</u>	
Total Work Completed	35%	5%		71,325.57*
Less Previously Billed	0%			0.00
Current Application				71,325.57

*Invoice amount is an approximation and will be confirmed with final contract
Please note the invoice number on your payment remittance

All Invoice / Payment / Contact Questions to:	
Sales Rep Name	Samuel Bruno
Office Name	5511
Phone Number	361-402-5929

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