

Schindler Elevator Corporation

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Subject Schindler Elevator Modernization Proposal

Proposal #: MMEY-BDJNXN
Project: Jackson County Courthouse
415 E 12 St
Kansas City, MO 64106

Schindler Modernization Benefits

Safety & Reliability

Schindler's digital technology provides many advancements in the safe operation and reliability of your equipment. Below are just a few of those benefits:

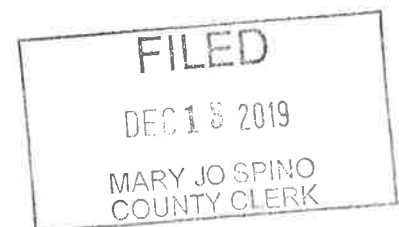
- Leveling accuracy within 1/8 inch of floor landing.
- Speed and unintended movement detection inhibiting the elevator motion when out of code allowable limits.
- Closed loop door controls ensuring safe and smooth door operation within code limits.
- Uptime improvement of 200% to 400%.vs older technology.

Along with exceptionally safe products, Schindler is an industry leader in the vertical transportation industry in employee and public safety. You can be certain Schindler is providing a safe work environment for the public as well as our employees as part of your vertical transportation project.

Controller and Drive Equipment

The controller and drive are the brain of the elevator system. Our TX control platform and PF1 drives deliver the highest level of reliability and quality in the industry. Some noted benefits of our system are below.

- 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.



Machines

If the controller and drive are the brain of the elevator, the machine is the heart of the elevator system. The machine provides the movement of the elevator. A strong well running machine will provide the following benefits:

- Gearless machines are designed to be broken down into smaller components allowing for movement through existing buildings and existing openings in most cases.
- Superior ride quality and energy efficiency with both asynchronous AC and AC PMR technology available.
- Machines are designed to work with steel core rope technology for long life rope systems. This technology means less down time for your system due to planned repairs.
- All Schindler gearless machine technology comes with dual brake ascending car protection designed into the machine.

Door Operation

Schindler's door system is a closed loop operator which allows it to constantly communicate it's position and inertia back to the control. This feedback ensures smooth, safe and efficient door operation within all code limits. Other benefits of our technology:

- Minimal moving parts mean higher reliability and less maintenance.
- No lubrication means less problems due to dust accumulation.
- Less moving parts and closed loop feedback equal smoother door operation with quiet performance.
- The robust motor design means our operator can perform to stated standards on all door types, sizes and conditions.
- Schindler's operator is designed to marry up to numerous types of existing landing door systems.

Fixtures

The elevator fixture plays an important function in the entire elevator system by providing the information to the controller of where the user wants to go while also signaling to the user the path to reach their end destination. While the fixture has an important function it also serves as an important architectural expression to the building. The fixture must be robust, efficient yet architecturally pleasing. Schindler fixtures serve all of these functions and benefits:

- Robust vandal resistant steel buttons, yet architecturally attractive
- Come in a variety of stainless steel and bronze finishes
- LCD position indicators and graphics provide modern and crisp look. Please see the attached cut sheet for details on the fixture appearance.

Scope of Work & Pricing

- Our proposal document includes the following specified work as outlined in the Jackson County Missouri RFP 48 -19. RFP 48 – 19 shall be incorporated into our agreement with our noted clarifications and exceptions.

○ Base Proposal Amount	\$4,588,281	SEC TXR5	Accepted <u>X</u>
○ Destination Port System	\$530,626	Schindler	Accepted <u>X</u>
○ Video Display	\$48,407	CE Electronics	Accepted <u>X</u>
○ Accelerated Schedule All Units	\$420,000	Units #1 - #6	Accepted <u>X</u>
○ Kiosk Mounted Port Allowance	\$75,000	Levels G & *1	Accepted <u>X</u>
▪ Total of 1 for each Level			
○ Elevator Sub Floor Allowance	\$120,000	Units #1 - #6	Accepted <u>X</u>

Kiosk Mounted Port Allowance. Custom Assembly for each respective level shall be provided. Includes the wire path to from each display to the management system located in the elevator machine room, required cutting and patching, the Kiosk Tower Assembly, 19" Directory Display on two sides of the Kiosk with the Port Device Installed directly under the display. Final Kiosk Design and Cost shall be approved by the owner for authorization via a formal Change notice to proceed on a per floor basis, not to exceed the allowance of \$37,500 per floor.

Sub Floor Allowance. Finished Elevator Flooring shall be removed and the sub floor inspected. Corrective work if identified shall be reviewed and approved by the owner for authorization via formal Change Notice to proceed on a per elevator basis, not to exceed the allowance of \$20,000 per elevator.

Allowance Cost shall be included in the total contract amount. Proceeds not allocated will be returned to the owner via a deductive Change Notice.

This amended Tab Sheet to be included as a replacement to Page 3 of the Project Contract.

The Bid Item combined package total that has been approved above is equivalent to the \$5,782,314 previously agreed to during contract negotiations.

Brian Gaddie
 12-17-2019

Legal Review of Jackson County Documents to be incorporated into our agreement

Regarding Section 4.1.26 and Section 4.1.44.1.2, Schindler Elevator will provide our standard elevator turnover materials. The following language must be added:

"Notwithstanding anything to the contrary set forth in the Contract Documents, any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains Schindler's 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 Ahead features ("SA") (if applicable). In the event Schindler's maintenance obligation is terminated, the SA features will be deactivated, and Schindler reserves the right to remove the SA hardware. If Schindler is no longer the maintenance provider, Owner is responsible for obtaining alternative telephone service for the elevator phones."

Schindler modernization payment terms as follows, 35% down, 95% of the remaining amount in monthly progress payments, and 5% retainage.

Please add the following provisions regarding damages and force majeure to the modernization terms/contract:

"Notwithstanding anything to the contrary set forth herein, Schindler Elevator Corporation shall not be liable for damages of any kind in excess of the contract price. In no event shall Schindler Elevator Corporation be liable for special, indirect, consequential or liquidated damages for default or delay."

"Notwithstanding anything to the contrary set forth herein, neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay."

Regarding, Section 4.2.11.1 Cancellation, please edit as follows:

The Owner shall have the right to cancel this Contract/Agreement upon at least thirty (30) days prior written notice and, where applicable, opportunity to cure provided, to the Successful Respondent of its election to do so without penalty for the following:

Schindler agrees to delete item 4.2.11.1.4.

4.2.13 Force Majeure: Neither party shall be liable by reason of any failure or delay in the performance of its obligations due to strikes, lockouts, labor disputes, riots, fires, explosions, acts of Gods, war, governmental action or any other cause which is beyond the reasonable control of such parties. The performance of such party shall be excused for such reasonable time as may be required to resume performance following cessation of such cause.

Sections 4.2.30 through 4.2.37, please note Schindler agrees to adding the following language:

"The liquidated damages/penalties provided for herein are in lieu of all other damages for default or delay and shall in no event be assessed against Contractor in excess of 2% of the monthly contract price, in total, in any one-month period."

Please add the following provision regarding damages to the maintenance terms/contract:

"Notwithstanding anything to the contrary set forth herein, in no event shall Schindler Elevator Corporation be liable for special, indirect or consequential damages for default or delay."

Exhibit A, Insurance, section 1, line 2, please remove per project aggregate requirement.

Exhibit A, Insurance, section 5, 1st paragraph, please accept our standard AI Endorsement in lieu of additional insured requirement. Please see attachment.

Clarifications and Exceptions

General:

1. Our bid is based upon the following mutually agreeable items: Terms and Conditions, equipment performance requirements and jobsite storage.
2. Our bid price is firm for 90 days, and thereafter subject to change without notice.
3. Material will not be released to manufacture until an agreed upon initial down payment has been made as well as all drawing approvals (if applicable) have been completed.
4. Our base and alternate bids are based upon the following Motion Control Engineering I Control DC SCR, Motion Control Engineering AC and Schindler TX / Port standard platform(s) and architecture(s) to meet the intent of the specification.
5. Our bid is based upon working normal hours of the IUEC elevator trade except as herein noted.
6. "Notwithstanding anything to the contrary set forth in the Contract Documents Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains Schindler's 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/premise/equipment only), modems, source/access/object codes, passwords and the Schindler AHEAD feature (if applicable) which will deactivate and be removed if the Agreement is terminated. Our standard client document package shall be provided when Schindler Equipment is provided. In the event Schindler's maintenance obligation is terminated, the SA features will be deactivated, and Schindler reserves the right to remove the SA hardware. If Schindler is no longer the maintenance provider, Owner is responsible for obtaining alternative telephone service for the elevator phones."
7. Sprinklers shall be located at the top and bottom of the hoistway per NFPA 13-2010 requirement 8.15.5.6 (see also 8.15.5.3 and A.8.15.5.3). **No additional Sprinkler Work is required for this project.**
8. 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 conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground 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 the Agreement be encountered, the contract price and the 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.

9. This quotation has not made any allowances for the elevator pits being deemed confined spaces. Should such conditions exist additional charges for confined spaces will apply under separate proposal.
10. Our bid is based upon retaining the existing seismic ratings of any reused components/systems in the modernization. New components will be designed to meet A17.1 seismic zone 2 or 4 depending upon the building requirements, if seismic is required. Seismic loading beyond seismic zone 4 can be provided for new components, with additional pricing.
12. 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 be to be bid separately.
13. 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 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.

14. We are not responsible for the removal of any hazardous materials. We will take possession, remove, and dispose any elevator equipment not being reused.
15. Our offer is based upon total original designed car weight. If new cabs or cab interiors are being provided, the equipment in our offer has allowed for a 5% maximum increase in total original car weight. We reserve the right to request an add change notice for any discrepancy beyond these limits.

Weighing of the Elevators and Balanced Load Testing is included in our pricing. Under no circumstance shall alternations to the cab interior exceed 5%.

Job Specific:

- a. Schindler Elevator is in receipt of Zero (0) Addendums.
- b. Our Bid Package is submitted as "ALL OR NOTHING"
- c. Base and Alternate Bid. Equipment provided are subject to final engineering review.
- d. Base and Alternate Bid. Our Work shall comply with current Elevator Codes Adopted by the State of Missouri on or before September 24, 2019.
- e. Base and Alternate Bid. Related work is clarified and identified in this document. **This is a Turn Key Project. All related work specified in Jackson County Missouri RFP 48-19 with our clarifications is included.**
- f. Base and Alternate Bid. Crane Work. Schindler Elevator and our Sub-Contractors shall not be liable for any potential damage to the parking lot resulting from delivery, placement or removal of the crane or any related equipment. **Steel Laydown Mats shall be provided when crane operations occur. These will be provided by our contractor.**
- g. Base and Alternate Bid. Maintenance Coverage. Guarantee Maintenance is included in our base bid pricing. Interim and Long-Term Maintenance is noted as a line item on the bid form.
- h. Base and Alternate Bid. Spare Parts. See attached inventory of spare parts which are included in our base bid package. Only parts listed on the inventory summary shall be provided as spares. Upon completion of the project these parts shall become the owner's property and stored on site or at another owner specified location.
- i. Base and Alternate Bid, 3rd Party Control and Machine Package. Motion Control Engineering and Imperial Electric Components provided are manufactures standard engineered components and are subject to their respective design and performance limitations. 22 Inch Monitor for Control Equipment is provided and Class H Insulation is not provided for the 570ob and 705ob Imperial Gearless Machines.
- j. Base and Alternate Bid (exception Alternate #2), Fixture Package. Innovation Fixture are included in our base package and are subject to the following limitations, All car stations are quoted as full swing returns with new back boxes, engravings, etc. All materials are quoted in #4 Brushed Muntz (150 Grit, 60/40 Alloy, Lacquered) Thickness is 16 gauge on the swing returns and 11 gauge on all other fixtures. Due to the thin nature of the 16-gauge material on the car stations, the epoxy filled engraving is not provided for the car stations. Standard paint filled engravings are provided for the car and epoxy engraving is quoted in the hall. Floor lockouts and card reader provisions have been quoted for estimating purposes in the main car stations due to the ambiguous nature of the specified "security" requirements. Floor ID Jamb Braille tags and Elevator ID tags have been quoted at all floors. Fire status lobby panels have been included on each respective quote for those elevators. .
- k. Base Bid, Rail Alignment or Compression. Our bid package provides for 32mh in each respective shaft for required corrective work. Additional labor or material if required shall be provided at an additional cost.
- l. Base Bid, Compensation Sheave. At our discretion, the sheave assembly shall be replaced with similar or refurbished. Refurbished to include, replacement of bearings seals and hydraulic dampers with OEM replacement parts, then painted. **Compensation Sheaves will be replaced with new.**
- m. Base Bid, Car Platform. Sub Flooring is assumed to be satisfactory. Finished flooring shall be removed and the sub floor inspected. Corrective work if identified shall be provided at an additional cost. **An allowance for Sub-Flooring Replacement shall be provided per car. If corrective work is identified the owner shall be notified prior to any corrective work for authorization.**
- n. Base Bid, Entrance and Car Platform Alignment. Alignment of these components and running clearances are assumed to be correct. Corrective Work identified through discovery shall be provided at an extra cost.
- o. Alternate #1, Refurbish and Reuse Existing DC Elevator Machines. Gearless Hoisting Machine / Machine Sheave / Secondary Sheave / Car Top and Counterweight Sheaves (where applicable) / Bearings and Seals / Brake and Isolation are assumed to be in sound mechanical condition and all correctly aligned. The Drive Machines are assumed to be in sound electrical condition suitable for SCR type drives. Our bid package only provides for general cleaning of the Machine Assembly to include, Nitrogen Clean the frame and armature, Turn and Cut the Commutator, Brake Relining and flush bearing oil reservoirs and refill. All other machine related sheaves shall be cleaned and lubricated correctly. Additional work if identified through discovery shall be provided at an additional cost.
- p. Alternate #2, Destination Dispatch. Schindler Elevator Corporation will not provide or install a 3rd Party Destination Dispatch System. In lieu of the specification Schindler shall provide a Destination Overlay, Schindler Port with Stand Alone Security to include our premium fixture line, wall mounted lobby port stations, lighted signage at G

- and 1st Floor Landings, Passive Signage at other landings. We have included 200\$ per elevator signage at each opening and 200\$ per fixture mounting plate in our pricing and bid package. See additional clarifications.
- q. Alternate #3, In Car Video Displays / Security. Provisions for Owner Provided Equipment has been provided in our pricing for Alternate #3. Schindler shall assist the owner with the installation of them in each respective elevator cab. Source termination points are assumed to be in the elevator equipment adjacent to control cabinets. Travel Cable wiring for such is included in our base bid pricing and bid package. Displays and Installation of them are included in our bid package.
 - r. Alternate #4, Expedited Schedule. Our pricing for Alternate #4 provides for Units #3, #4 and #5 to be completed together working 5/8hr days with 3 crews until passing a conditional state test / accepted for public use then completing the remaining units sequentially with 1 crew during normal hours until complete.
 - s. Alternate #5, Duplex Operation. Our pricing for Alternate #5 provides for Units #5 and #6 to have duplexed operation.
 - t. Alternate #6, Accelerated Schedule. Our pricing for Alternate #6 provides for Units #3, #4 and #5 to be completed together working 6/10hr days with 3 crews until passing a conditional state test / accepted for public use then completing the remaining units sequentially with 1 crew during normal hours until complete. **Our pricing has been revised to reflect 6/10hr days for the duration of the project. Work shall be completed in two (2) phases, Phase I 3,4,& 5 followed by 1,2 & 6.**
 - u. Alternate #7, not offered. **Schindler Elevator Corporation is offering as a Value Engineered Option our Schindler TXR5 Conventional System, 4 Car Group / 2 Car Group and a Port Option.**

Destination Based:

Our proposal for PORT Technology includes a card reader with each PORT which can be used for current or future use with PORT's stand alone access and personalization capabilities and/or allows the possibility of interfacing with third party access control systems. This unique feature of PORT Technology allows tremendous flexibility when negotiating with current or future prospective tenants regarding features you can offer for their use. Further, the value of having this card access capability means you do not need to have a third party access control vendor provide card readers to control the elevators. In many instances you may decide you do not need the third party access provider or perhaps you can eliminate the need for security personnel monitoring your lobby level. All of these value propositions have the potential to save you tens of thousands of dollars that our competition cannot offer with their systems.

Our bid includes

- Muntz #4 Finish
- \$350.00 allowance for lighted designation sign, one for each respective elevator entrance at floors G & 1st.
- \$200.00 allowance for each passive designation sign, one for each respective elevator entrance for floors B, 2 - 11
- \$200.00 allowance for each Port Mounting Plate, Total of 4 at Floors G & 1st and Total of 2 per floor on all other landings

We are providing our standard programming station to allow for access control and personalization capability.

With PORT Technology we have the ability to provide stand-alone access control and personalization capabilities. We also can interface with third party access control systems through standard access configurations. Our bid is based upon utilizing our stand-alone access approach with one of these standard configurations. If custom requirements are asked for which require additional programming to interface properly with the third-party access system, we reserve the right to request an add alternate for such work. We can provide you with firm pricing for access integration if you provide us a sample building card to test for compatibility and if you provide a clear description of how you envision your access system to work with the elevator system. In cases where automated integration is required between the third-party access provider and Schindler, we will provide you with a specification to provide to your vendor for pricing of the vendor's programming requirements. In addition, you will be asked to provide, configure, and maintain a firewall/router between the building network and the PORT Technology network.

Price and Payment Terms

1. Our price for the work proposed is as noted on Page 3 of 13 which is inclusive of all applicable taxes and will be added to the invoice/billings. This price is firm for 90 days, and thereafter subject to change without notice.

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

- 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.

Additional 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. This project is considered to be a Turn-Key Project. Work specified in Jackson County Missouri RFP 48-19 with our clarifications shall be provided.
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. This project is considered to be a Turn-Key Project. Work specified in Jackson County Missouri RFP 48-19 with our clarifications shall be provided.

- 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. 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: April 1, 2021, 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. All components shall be available for purchase through Adams Elevator. An owner's manual with instructions for Testing Procedures, LED Directory, instructions for Learn Trips and Error Code Definitions shall be provided. If required we will supply additional support at our standard billing rates. Our equipment has On-Board Diagnostics and requires no special service tools to make routine adjustments by qualified technicians.
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 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.

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. The entire contract between the parties shall consist of: 1.) this Agreement; 2.) Schindler's proposal dated September 24, 2019; and 3.) the County's Request for Proposals (RFP) 48-19. In the event of a conflict among the provisions of any of these documents, the provision of the document listed first in the order above shall prevail.

Schindler Elevator Corporation

By: **Sharon Arce**



(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: _____

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



County Counselor



Director of Finance and Purchasing

ATTEST:



Clerk of the Legislature

R. 20317

REVENUE CERTIFICATE

There is a balance otherwise encumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 013 5113 58020
ACCOUNT TITLE: County Improvement Fund
Non-Departmental-Cnty Imprvmnt
Buildings & Improvements

NOT TO EXCEED: \$6,360,545.00

Date

12-12-2019

Director of Finance and Purchasing

51132019003

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