


Schindler Elevator Corporation  
9143 Philips Highway  
Suite 260  
Jacksonville, FL 32256-1348  
Phone: 904-880-4922  
Fax: 904-880-4916

APPROVED PENDING  
BOT AUTHORIZATION  
ON DEC, 21, 2018.

CUT + HOLD RATE  
CHECK FOR 25%  
DEPOSIT. 

## UPGRADE ORDER AGREEMENT

Date: 11/08/2018

Estimate Number: NFOE-B6BMJD (2018.6.1)

To:  
Police & Fire Pension Fund Bldg  
1 W Adams St  
Jacksonville, FL 32202-3645

Customer:  
Police & Fire Pension Fund Bldg  
1 W Adams St  
Jacksonville, FL 32202-3645

Attn: Mr. Troy Scherbinski

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

**We will remove one leaking hydraulic power unit and install a new submersible power unit. Price includes all required State alteration permits and testing.**

### Power Unit | Submersible

Existing hydraulic power units generally are belt drive, exposed moving parts, and have valve and muffler assemblies mounted under the tank that are not ideal to noise sensitive environments or maintenance. We recommend replacing/upgrading your power unit with a new quality built, dependable, submersible power unit, which will provide the following benefits:

- Positive displacement screw pump and submersible motor
- Direct coupled motor and motor
- Pump submerged in oil to eliminate dust and dirt problems
- Low noise operation with anti-vibrations mounts, ideal for noise sensitive environments.
- Top mounted hydraulic valve and muffler assemblies permits easy access for maintenance.
- Less labor intensive maintenance (no belts or exposed moving parts).
- Reliable operation

Schindler Elevator Corporation is proposing to provide all labor, material, engineering and supervision to perform the following scope of work during the regular working hours of the elevator trade:

- Remove existing power unit
- Replace with new submersible type power unit. The new submersible power unit will be a self-contained assembly consisting of an oil tank, motor, pump, oil control valve, muffler, and suction line strainer. The new control valve and muffler will be located above the oil reservoir at the top of the tank unit. The new hydraulic tank will be constructed of no less than 12 GA. cold rolled steel and designed to prevent fluid loss through component leakage or spillage. The tank will be equipped with a removable cover to accommodate inspection and maintenance operations.
- Perform the necessary adjustments, test operation, and return elevator back to service

## TERMS AND CONDITIONS

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
2. No work, service materials or equipment other than as specified hereunder is included or intended.
3. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
4. Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages.
5. Any cutting and patching is by others and not included in this work.
6. Neither party shall be responsible for any loss, damage, detention or delay for causes beyond its reasonable control, including strikes, lockouts, or labor disputes, or acts of God. Dates for the performance or completion of the work shall be extended as is reasonably necessary to compensate for the delay.
7. We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. Our duty under this warranty is to correct nonconformance or defect at our expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser's remedies hereunder are exclusive.
8. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.
9. 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.
10. In the event of governmental changes to applicable tariffs, tax rates, including but not limited to sales tax, use tax, excise tax, privilege tax, transaction tax and similar changes, or loss of tax exempt status, Schindler reserves the rights to adjust the contract price accordingly to account for all additional cost impacts.

**Price:** \$18,454.00, plus applicable taxes. (Quotations valid for 60 days; price based upon work during regular working hours of regular working days.)

**Payment:** 35% of the price is due upon acceptance of this proposal;  
Balance due upon completion, within 30 days of invoice.  
Schindler retains title to any equipment furnished hereunder until final payment is made. Late or non-payment will result in assessment of interest charged at a rate of 1 1/2% per month or the highest legal rate available, and any attorneys' fees, expenses and costs of collection.

**The attached terms and conditions** are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

Accepted:

\_\_\_\_\_

\_\_\_\_\_

By: Noel Fossette

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

For: Schindler Elevator Corporation

For: Police & Fire Pension Fund Bldg

Title: Sales Representative

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

Date: 11/8/2018

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

Approved:


\_\_\_\_\_

By: Paul Narve

Title: Branch Manager

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

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5. Any cutting and patching is by others and not included in this work.
6. Neither party shall be responsible for any loss, damage, detention or delay for causes beyond its reasonable control, including strikes, lockouts, or labor disputes, or acts of God. Dates for the performance or completion of the work shall be extended as is reasonably necessary to compensate for the delay.
7. We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. Our duty under this warranty is to correct nonconformance or defect at our expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser's remedies hereunder are exclusive.
8. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.
9. 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.
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Title: Branch Manager

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