

SCHINDLER ELEVATOR CORPORATION
895 Blue Gentian Road
Eagan, MN 55121-1568
Phone: 651-406-5339
Fax: 651-406-5321

UPGRADE ORDER AGREEMENT

Date: 12/20/2005

Estimate Number: PWAR-6K9KU4 (2005.6)

To:

City of Minneapolis
Traffic and Parking Services
33 North 9th Street, Room 100
Minneapolis, MN 55403

Location:

10th & Hennepin Parking Ramp
935 Hennepin Avenue
Minneapolis, MN 55403-1806

Attn: Tim Drew

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

The following is a list of items required by the City of Minneapolis Elevator Inspections Department to be replaced or refurbished on two (2) passenger elevators located at 10th and Hennepin Parking Ramp, due to water entering the elevator shafts off the skyway level and running hoistway doors and dispersing throughout the shafts.

SCOPE OF WORK:

1. Furnish and install car and counter weight buffer switches.
2. Furnish and install pit switches
3. Replace all hoistway wiring.
4. Clean all of the hoistway door guiding systems.
5. Furnish and install new hoistway door locks.
6. Furnish and install bottom hoistway limit switches.
7. Furnish and install new pit lights and GFCI receptacles.
8. Furnish and install new governor tail sheave bearing.
9. Furnish and install new governor cables.
10. Furnish and install hoist cables and shackles.
11. Furnish and install new cartop fan.
12. Furnish and install new cartop inspection station and related wiring.
13. Furnish and install new car roller guides.
14. Furnish and install counter weight roller guides.
15. Furnish and install cartop landing box tape reader.
16. Replace cartop wiring.
17. Furnish and install new infrared door protection edges.
18. Furnish and install new car lights.
19. Furnish and install new complete door operator.
20. Included in #19
21. Included in #19
22. Furnish and install new car emergency lights and alarms.
23. Furnish and install all new equipment in the car operating panels.

- 24. **Camera (not included)**
- 25. **Intercom (not included)**
- 26. Furnish and install new car floor system top and bottom.
- 27. Clean and lubricate the car safeties.
- 28. Remove the rust off the car and counterweight rails.
- 29. Clean hoistways and hoistway equipment.
- 30. Included in #29
- 31. Clean inside of elevators (Schindler Elevator not responsible for elevator cab panels)
- 32. Check all hall fixtures.

Proposal includes all City of Minneapolis elevator permits and work performed prior to the start of this project.

Price: \$154,800.00, plus applicable taxes. (Quotations valid for 60 days; price based upon work during regular working hours of regular working days.)

Payment: 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:

By: Paul Wandmacher

For: Schindler Elevator Corporation

Title: Sales Representative

Date: 12/20/2005

Accepted:

By: _____

For: City of Minneapolis

Title: _____

Date: _____

Approved:

By: Richard Romnes

Title: District Manager

Date: _____

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 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 the time as may be reasonably necessary to compensate for the delay.
7. Schindler guarantees that the equipment will comply with the foregoing specifications and if promptly notified in writing will, at Schindler's expense, correct any defects in such equipment occurring within one year from the date of final acceptance, which are not due to ordinary wear and tear or to improper use, care and maintenance. The correction of such defects constitutes the limit of the responsibility. THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, OTHER THAN OF TITLE. The equipment installed under this agreement requires maintenance service, such as periodic examinations, lubrication and adjustment made by competent elevator mechanics. This guarantee is not intended to supplant this normal servicing of the equipment and it is not to be construed that Schindler will provide free maintenance service of this type, except as may be provided under other provisions of the contract, or that Schindler will correct, without charge, breakage, maladjustment or other troubles occurring as a result of improper or inadequate maintenance.
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 (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 we will deactivate and remove if the Agreement is terminated.