

**Schindler****Date: March 30, 2020****To: SMG:****Building: Greater Ft. Lauderdale/Broward County Convention Center**

Gentlemen;

Schindler Elevator Corporation is pleased to provide the following price proposal, which includes engineering services, material, and labor, to modernize your eight (8) existing escalators.

Information regarding our escalator modernization product, processes, and our commitment to ensuring the highest quality installation is explained in greater detail herein. In addition, our proposal outlining the technical specifications of the equipment to be installed, the items needed by Ownership to accompany the installation of the new escalators (i.e. Work by Others), and the pricing to install eight (8) 9300 InTruss escalators.

Schindler's InTruss escalator modernization provides a method for installing new escalators in existing buildings with minimal disruption to the owner and tenants. The Schindler InTruss transforms old, outdated escalators into new Schindler 9300AE, the industry's premier commercial escalator.

- Your new escalator will be fully code compliant including all new safety devices thus potentially reducing costly owner product liability.
- Schindler's modernization process causes minimal disruption to the buildings operations and requires no modifications to the building structure. No General Contractor work is required thus providing a turn-key project.
- The installation of current State-of-Art components eliminates outdated, obsolete parts and systems.
- By bringing the factory processes into the field, using our timeless welding process, we insure superior ride quality and a robust installation.
- Schindler's InTruss management team provides local support including an onsite installation specialist to insure best in class, quality installations.

A Schindler Escalator Modernization will provide you with the following benefits over the currently installed escalator equipment:

- Increased Escalator Reliability = Increased Customer Convenience
- Decreased Equipment Running Noise = Increased Customer Relaxation and Comfort
- Increased Energy Efficiency and Decreased Maintenance Costs = Decreased Operating Costs

As part of this project you will receive total team commitment from Schindler. From our local project management and supervisory team, to our national account team, to our corporate engineering group and senior management, to our local area service department, we can ensure a state-of-the-art escalator modernization of the highest quality that exceeds expectations and provides long term investment value for your building.

Thank you for the opportunity to submit our escalator modernization proposal for your review and consideration. Should you have any questions or need any additional information, please do not hesitate to contact myself or any member of our team.

Sincerely,
Anthony Mazzola

Schindler Elevator Corporation

Scope of Work

- **Make and Model of Unit:** The new units to be installed shall be Schindler 9300 InTruss Units installed within the existing truss. Please see the attached proposal for additional technical and scope information.
- **Steps to protect the surrounding area:**
 - **Flooring:** Placement of masonite at the top and bottom ends of the escalator being modernized. In addition, canvas drop cloths and tarps shall be utilized to cover other finished surfaces as necessary.
 - **Barricading:** Full height barricades approximately 8’ in height shall be installed at the upper and lower ends of the escalator being modernized. The barricades shall serve to reduce the visibility of the work being performed as well as to protect store employees, customers, and other members of the general public from the work area. All tooling and materials shall be kept inside the barricaded area except during material movement tasks. (Special or ornate barricading will be an additional cost)
- **The installation process, following a notice to proceed, can be summarized as follows:**
 - Engineering Survey
 - Equipment Engineering and Material Ordering
 - Material Shipping and Delivery Preparation
 - Existing Equipment Removal and Disposal
 - Existing Truss Preparation and Site Equipment Delivery
 - New Equipment Installation
 - Equipment Adjustment, Inspection, and Schindler SAIS Verification
 - Equipment Turnover and Warranty Commencement
- **Terms and Conditions / Work Not Included:** See attached proposal.
- **Warranty for Parts and Labor:** Warranty for Parts and Labor shall be for a period of One (1) Calendar year, commencing with the date that the equipment is placed into beneficial use (i.e. placed into operational service) by the Purchaser. Further warranty details are contained within the attached proposal.

Timeline and Pricing

- The process from start to finish, commencing with the date of a signed proposal to complete the project shall be as follows, according to the following steps and timeframes per each step:

Lead and Installation Times	
Engineering and Approvals	10 Weeks
Fabrication Lead Time	12 Weeks
Installation Time	15-17 Weeks per escalator
	(Based on completion of two escalators at a time)

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.

Escalator Project Scope of Work

The existing escalators shall be disassembled, and the existing components fully removed, down to the existing truss structure. Retaining the basic truss structure, Schindler will install new components within the confines of the existing truss and provide a modernized escalator unit, the **Schindler 9300**, per the scope and clarifications outlined within this proposal.

Number of Units	Eight (8) 800 MM Steps	Rise	21'0"
Product	Schindler 9300	Speed	100 FPM
Balustrade & Decking, Skirts	Glass Balustrades /Stainless Steel # 4 Decking and Skirts	Power Supply	460 VAC, 3Ph, 60Hz
Machine Location	Top End	Applicable Code	ANSI A-17.1

Description of Work	Included in Proposal
Standard Features	
Step Assemblies with Inserts	Replace
Miconic F5 Controller Unit with Wye-Delta Start	Replace
Step Chains with Lubricator	Replace
Balustrades	Replace
Handrails, Handrail Drive Chains, and Newell Assemblies	Replace
Combplate Assemblies	Replace
Inner Decking	Replace
Drive Machine and Gear Components	Replace
Emergency Stop Switches and Signage	Replace
Keyswitches (On / Off)	Replace
Drive Blocks, Tracks	Replace
Safety Features	
Step Upthrust Switches	New
Combplate Switches	New
Skirt Brushes	New
ANSI Code switches	New
Standard Barricading	Included
Optional Features	
Plastic Step Inserts (Yellow)	New
Step Color	Silver

Proposal Clarifications & Preparatory Work by Others for Escalators

Installation work shall be performed during regular working hours of regular working days. All items must be performed or furnished at no cost to Schindler Elevator Corporation by the Purchaser or their agents in accordance with all governing codes. The price and installation of Schindler is based on these job-site conditions being provided

- A. Escalator cladding is to be retained or new cladding shall be installed by others.
- B. Our bid includes 2 flat steps at each end for modernized units. (Based on available space in the existing pits)
- C. Adequate storage shall be provided by the Purchaser within reasonable distance to the work area.
- D. No layout drawings shall be provided.

- E. All stainless steel # 4 finishes will be 4301/304/SS#4-Grain 240.
 - F. The existing inner and outer decking will be provided with # 4 stainless steel finishes.
 - G. Our bid assumes no drain and or sump pump and or sprinklers are required.
 - H. Owner shall provide a clear work area, clear of obstructions wherever possible.
 - I. Owner shall provide an acceptable material unloading area with “roll able” access between the unloading area and the work area.
 - J. Owner shall remove and reinstall finished flooring as required for installation of components near / around the walk-on / walk-off plate assemblies.
 - K. Schindler shall dispose of all equipment removed for the upgrade of the escalators.
 - L. Owner shall provide an RJ11C-one pair analog telephone line to phone jack in either the top or bottom landing of each escalator should Remote Monitoring be desired.
 - M. Our pricing for the work proposed is as follows. This price is firm for 90 days, and thereafter subject to change without notice.
1. Our pricing for the work proposed is as follows. This price is firm for 90 days, and thereafter subject to change without notice.

Grand Total: \$2,496,409

**Two Million Four Hundred Ninety Six Thousand Four Hundred Nine Dollars
(Pricing based on completing two escalators at a time)**

Alternate # 1

Install Lube Free Chain for all Eight (8) Escalators:

Add: \$149,743.00

Total Bid Amount Base + Alternate: \$2,646,152.00

Pricing is based upon the following payment schedule:

- Payment terms to include 35% down payment
 - Down payment must be received prior to manufacturing of material to be installed.
 - Balance to be paid in monthly installments 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 turn over equipment prior to receipt of 95% of the price for the work.

The prices quoted in Article 1 above are 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. 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.
5. 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, Government imposed tariffs, 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. Purchaser will have the work areas and wellways and proper condition and the proper electrical current available as required per the indicated schedule. Purchaser will also provide adequate access for delivery and a dry protected place for storage of equipment. 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.
11. If completion of our work is delayed beyond our control per the indicated schedule, 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.

Warranty

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 not other warranties or guarantees, express or implied, other than the 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.

Schindler Remote Monitoring (SRM®)

Schindler's Remote Monitoring (SRM) will be provided which offers a centralized control point for constant monitoring of the elevator equipment and operation.

A remote monitoring modem is built into the power module. No other hardware is required. The Miconic remote monitoring system is capable of sharing the telephone line with the ADA phone so no extra phone line will be required. If a phone line is not available in the machine room, one must be provided by the purchaser.

The remote monitoring system will automatically transmit errors, warnings, and status updates to a central station located at SCSN. Additional central stations can be placed at other locations. Errors that could cause an elevator malfunction are immediately reported to SCSN so that a service technician can be dispatched.

Any proprietary material, information or data contained in any component or feature of this equipment remains the property of Schindler Elevator Corporation. This includes but is not limited to tools, devices, manuals, software, source codes, access codes, objects and passwords.

Permits / Engineering

Permits / Testing

Schindler Elevator Corporation shall furnish all necessary permits and licenses requirements for this project. Also, all required inspections and tests with local jurisdictions are included in this package. Schindler shall not be responsible for any delays caused by AHJ testing capacity.

Codes

All escalator equipment shall be furnish and installed to local codes while following the American National Standard and the Americans with Disability Act.

Engineering

All material furnished shall be designed and engineered by Schindler or Schindler approved manufacturers.

Approval Submission:

By: Anthony Mazzola

(Signature)

Proposal #:

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:
