Buildings & Grounds Committee

Committee Meeting

~ Minutes ~

60 Central Ave.
Cortland, NY 13045
http://www.cortland-co.org

Tuesday, March 12, 2024 **9:00 AM** **Room 302**

CALL TO ORDER

The meeting was called to order at 9:02 AM by Committee Chair Paul Heider

Attendee Name	Organization	Title	Status	Arrived	Departed
Beau Harbin	Cortland County, NY	Committee Member	Excused		
Dominick Mantella	Cortland County, NY	Committee Member	Present		
Joseph Nauseef	Cortland County, NY	Committee Member	Present		
Ronald J. Van Dee	Cortland County, NY	Committee Member	Present		
Keith VanGorder	Cortland County, NY	Committee Member	Present		
Eugene Waldbauer	Cortland County, NY	Committee Vice-Chair	Present		9:59 AM
Paul Heider	Cortland County, NY	Committee Chair	Present		
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Present		
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present		
Rob Corpora	Cortland County, NY	County Administrator	Present		
Jack Hess	Cortland County, NY	Director, Information Technology	Present		
Scott Roman	Cortland County, NY	Director of Emergency Response and Communications	Present		
Allen Pankhurst	Cortland County, NY	Buildings & Grounds Foreperson	Present		
Kerby Thompson	Cortland Repertory Theatre	Executive Director	Present		
Eric Behnke	Cortland Repertory Theatre	Facilities/Production Manager	Present		
Mark Reynolds	Cortland Repertory Theatre		Present		
Amy Bertini	Cortland Repertory Theatre		Present		
Cathy Bischoff	Cortland County, NY	Board Member	Present		

Melanie Vilardi	Cortland County, NY	Deputy County Administrator	Present		
Charles Sudbrink	Cortland County, NY	Superintendent of Highways	Present		
Alan Ricottilli	Cortland County, NY	Deputy Superintendent of Highways	Present		
Margaret Mellott	Cortland Standard	Reporter	Present		
Sharon MacDougall	Cortland County, NY	Director of Community Services	Present		
Carlita Withers	Cortland County, NY	Deputy Director of Finance	Remote		
Donald Chu	Cortland County, NY	Resident	Remote		
Andrea Herzog	Cortland County, NY	Director of Finance	Remote		

MINUTES

1. Buildings & Grounds Committee - Committee Meeting - Feb 6, 2024 9:00 AM

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joseph Nauseef, Committee Member
SECONDER:	Ronald J. Van Dee, Committee Member
AYES:	Mantella, Nauseef, Van Dee, VanGorder, Waldbauer, Heider
EXCUSED:	Beau Harbin

DISCUSSION ITEMS

1. Dwyer Park Elevator Discussion with Input from Eric Behnke, Facilities/Production Manager from Cortland Repertory Theatre

RESULT:	**COMPLETED**

2. 22 West Court Street Update - Director of Emergency Response and Communications, Scott Roman

RESULT:	**COMPLETED**

3. Upgraded Lighting at Cortland County Courthouse

RESULT:	**COMPLETED**

RESOLUTIONS

AGENDA ITEM NO. 1 – Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service and Repair with Kone Inc. - Buildings and Grounds Department

RESULT:	**APPROVED [UNANIMOUS]** **Next: 3/28/2024 6:00 PM**
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Eugene Waldbauer, Committee Vice-Chair
AYES:	Mantella, Nauseef, Van Dee, VanGorder, Waldbauer, Heider
EXCUSED:	Beau Harbin

ON MOTION OF HEIDER **RESOLUTION NO.**

Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service and Repair with Kone Inc. - Buildings and Grounds Department

WHEREAS, Requests for Proposal for service and repair of all elevators, lifts and traction lifts owned by Cortland County were opened February 28, 2024; AND

WHEREAS, the elevators, lifts and traction lifts in existence have been in place for an extended period of time, which requires consistent preventative maintenance as well as the ability to respond in a timely fashion in the event of a service call; AND

WHEREAS, one proposal was submitted as follows:

Kone, Inc.
836 North State Street
Syracuse, NY 13205
Maintenance Agreement - up to $1,575.00/month
Billing Rates for Services Require Outside Scope:
Regular Time - $285.00 per hour
Overtime - $425.00 per hour

; AND

WHEREAS, the Buildings and Grounds Committee recommends including the estimated annual cost for parts and repair based on previous experience, and all other aspects of the services to be offered within the proposal, NOW THEREFORE BE IT

RESOLVED, that on the recommendation of the Buildings and Grounds Committee this Legislature hereby authorizes an elevator service contract with Kone, 836 North State Street, Syracuse, NY, 13208, from March 1, 2024 through February 28, 2030 as the best value offered, AND BE IT FURTHER

RESOLVED, that on approval of the County Attorney or designee, the County Administrator is hereby authorized to execute the agreement with Kone for elevator and chairlift service to be funded through Account No. A16205.54015, Maintenance Agreements.

AGENDA ITEM NO. 2 – Amend 2024 Budget/Authorize Agreement with Civic Plus for Audio Eye Website Accessibility - Information Technology

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 3/19/2024 9:00 AM
MOVER:	Eugene Waldbauer, Committee Vice-Chair
SECONDER:	Ronald J. Van Dee, Committee Member
AYES:	Mantella, Nauseef, Van Dee, VanGorder, Waldbauer, Heider
EXCUSED:	Beau Harbin

ON MOTION OF HEIDER **RESOLUTION NO.**

Amend 2024 Budget/Authorize Agreement with Civic Plus for Audio Eye Website Accessibility - Information Technology

WHEREAS, Cortland County has a current contract with CivicPlus for the Cortland County website; AND

WHEREAS, the Cortland County Legislature wishes to continue to include AudioEye through

CivicPlus on the Cortland County website to provide increased accessibility to the County website; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee, is hereby authorized and directed to enter into an agreement with CivicPlus, 302 S. 4th Street, Manhattan, KS 66502, for AudioEye in the amount of $4,641.82; AND BE IT FURTHER

RESOLVED, that the 2024 budget be and hereby is amended as follows:

Increase:

A16805.54015 - Maintenance Agreement	$4,641.82
A359900 - Appropriated Fund Balance	$4,641.82

AGENDA ITEM NO. 3 – Authorize Agreement with Northstar Lifts LLC for Installation of CPL Lift at Dwyer Memorial Park - Buildings & Grounds Department

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 3/28/2024 6:00 PM
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Keith VanGorder, Committee Member
AYES:	Mantella, Nauseef, Van Dee, VanGorder, Heider
EXCUSED:	Beau Harbin, Eugene Waldbauer

ON MOTION OF HEIDER **RESOLUTION NO.**

Authorize Agreement with Northstar Lifts LLC for Installation of CPL Lift at Dwyer Memorial Park - Buildings & Grounds Department

WHEREAS, there is a need to replace the elevator/lift at the Main Pavilion of Dwyer Memorial Park; AND

WHEREAS, the Buildings and Grounds Committee reviewed multiple quotes following no responses being received for a Request for Proposals (RFP) for the project; AND

WHEREAS, the Building and Grounds Committee recommends the installing a Garaventa Elvoron CPL at Dwyer Memorial Park; AND

WHEREAS, it is the recommendation of the Building and Grounds Committee to enter into an agreement with Northstar Lifts, LLC, of 496 Route 281, Tully, New York 13159, for the installation of a Garaventa Elvoron CPL at Dwyer Memorial Park; AND

WHEREAS, the Cortland County Legislature adopted Resolution No. 155-23 authorizing the use up to $100,000 of the Buildings and Grounds Capital Reserve, account no. A.386300.B&G, for the replacement of the elevator/lift; NOW THEREFORE BE IT

RESOLVED, that the Cortland Legislature hereby authorizes the County Administrator, upon review and approval of the County Attorney or designee, to enter into an agreement with Northstar Lifts, LLC, of 496 Route 281, Tully, New York 13159, for the installation of a Garaventa Elvoron CPL at Dwyer Memorial Park.

ACTION ITEMS

1. Approve Use of County Property for 2024 Pumpkinfest

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Joseph Nauseef, Committee Member
AYES:	Mantella, Nauseef, Van Dee, VanGorder, Waldbauer, Heider
EXCUSED:	Beau Harbin

MONTHLY REPORTS

1. Buildings and Grounds Monthly Reports

RESULT:	**COMPLETED**

2. IT Monthly Report

RESULT:	**COMPLETED**

ADJOURNMENT

The meeting was closed at 10:14 AM

Buildings & Grounds Committee

Committee Meeting

~ Minutes ~

60 Central Ave.
Cortland, NY 13045
http://www.cortland-co.org

Tuesday, February 6, 2024 **9:00 AM** **Room 302**

CALL TO ORDER

The meeting was called to order at 9:02 AM by Committee Chair Paul Heider

Attendee Name	Organization	Title	Status	Arrived
Beau Harbin	Cortland County, NY	Committee Member	Present	
Dominick Mantella	Cortland County, NY	Committee Member	Present	
Joseph Nauseef	Cortland County, NY	Committee Member	Excused	
Ronald J. Van Dee	Cortland County, NY	Committee Member	Present	
Keith VanGorder	Cortland County, NY	Committee Member	Excused	
Eugene Waldbauer	Cortland County, NY	Committee Vice-Chair	Present	
Paul Heider	Cortland County, NY	Committee Chair	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Present	9:23 AM
Rob Corpora	Cortland County, NY	County Administrator	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Allen Pankhurst	Cortland County, NY	Buildings & Grounds Foreperson	Present	
Jack Hess	Cortland County, NY	Director, Information Technology	Present	
Thomas McGrath	Cortland County, NY	Deputy Director, Information Technology	Present	
Melanie Vilardi	Cortland County, NY	Deputy County Administrator	Present	
Christopher Newell	Cortland County, NY	Board Member	Present	
Sandra Price	Cortland County, NY	Board Member	Present	
Margaret Mellott	Cortland Standard	Reporter	Present	9:10 AM
Sharon MacDougall	Cortland County, NY	Director of Community Services	Present	9:10 AM
Charles Sudbrink	Cortland County, NY	Superintendent of Highways	Present	9:30 AM
Alan Ricottilli	Cortland County, NY	Deputy Superintendent of Highways	Present	9:30 AM
Andrea Herzog	Cortland County,	Director of Finance	Remote	

Minutes Acceptance: Minutes of Feb 6, 2024 9:00 AM (MINUTES)

	NY			
Nicole Compton	Cortland County, NY	Secretary to the County Attorney	Remote	
Kimberly Biglarderi	Cortland County, NY	Deputy Clerk of the Legislature	Remote	
Donald Chu	Cortland County, NY	Resident	Remote	

MINUTES

1. Buildings & Grounds Committee - Committee Meeting - Jan 9, 2024 9:00 AM

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Eugene Waldbauer, Committee Vice-Chair
AYES:	Harbin, Mantella, Van Dee, Waldbauer, Heider
EXCUSED:	Joseph Nauseef, Keith VanGorder

EXECUTIVE SESSION

Mr. Waldbauer MADE A MOTION TO ENTER INTO EXECUTIVE SESSION for the purposes of discussing matters that may imperil public safety if disclosed; Mr. Harbin SECONDED THE MOTION; and upon unanimous voice vote of members present, MOTION CARRIED.

An Executive Session was held from 9:05 AM to 9:08 AM, at which time Mr. VanDee MADE A MOTION to exit Executive Session, Mr. Waldbauer SECONDED THE MOTION; and upon unanimous voice vote of members present, MOTION CARRIED.

RESOLUTIONS

AGENDA ITEM NO. 1 – Authorize Use of Buildings and Grounds Reserve for Fire Alarm System at the County Office Building - Buildings and Grounds

RESULT:	**APPROVED [UNANIMOUS]** **Next: 2/13/2024 9:00 AM**
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Eugene Waldbauer, Committee Vice-Chair
AYES:	Harbin, Mantella, Van Dee, Waldbauer, Heider
EXCUSED:	Joseph Nauseef, Keith VanGorder

ON MOTION OF HEIDER **RESOLUTION NO.**

Authorize Use of Buildings and Grounds Reserve for Fire Alarm System at the County Office Building - Buildings and Grounds

WHEREAS, the fire alarm system at the Cortland County Office Building is in need of updates or replacement; AND

WHEREAS, the Cortland County Legislature's Buildings and Grounds Committee recognizes the need to replace the fire alarm system with a more modern system; AND

WHEREAS, it is the recommendation of the Cortland County Legislature's Buildings and Grounds Committee to utilize the Buildings and Grounds Reserve funds for the replacement of the fire alarm system at the County Office Building; NOW THEREFORE BE IT

Minutes Acceptance: Minutes of Feb 6, 2024 9:00 AM (MINUTES)

RESOLVED, that the Cortland County Legislature be and hereby approves the use of the Buildings and Grounds Reserve for the replacement of the fire alarm system at the Cortland County Office Building for a cost not to exceed $35,000; AND BE IT FURTHER

RESOLVED, the 2024 budget is hereby amended as follows:

Increase:

Account		Amount
A16205.52320	Building Improvements	$35,000
A351100	Appropriated Reserves	$35,000

DISCUSSION ITEMS

1. County Office Building Third Floor HVAC Update

RESULT: COMPLETED

2. Cortland County Office Building Fire Alarm System

RESULT: COMPLETED

3. Dwyer Memorial Park Elevator Update

RESULT: COMPLETED

MONTHLY REPORTS

1. IT Monthly Report - January

RESULT: COMPLETED

2. Activity Report February 2024 - Buildings and Grounds

RESULT: COMPLETED

ADJOURNMENT

The meeting was closed at 9:54 AM

Minutes Acceptance: Minutes of Feb 6, 2024 9:00 AM (MINUTES)

NORTHSTAR LIFTS LLC

155-23

Fully Insured ($1,4,10 M)
Mfr. Certified Member SBE, BBB
CPL PROPOSAL

Feb. 14. 2024

To: Cortland County

Re: Dwyer Memorial Park
6799 Little York Lake Rd.
Preble, NY 13141

For: Div. 14- CPL Lift

Scope: Northstar shall supply and install one (1) Elvoron CPL by Garaventa Lifts per the following specifications:

Specs include:
Garaventa Elvoron CPL
Hydraulic Roped 2:1 drive @ 30 FPM
Car Size: 45" x 60" Access on left end of the car
Power supply: 230 VAC 30 Amp Single Phase
120 VAC 20 Amp for lighting circuit
4 HP pump
Programmable Logic Controller
Battery back-up down travel
Rated load: 1,000 lbs.
Travel: 11' 1" (to be field verified)
Constant pressure operation with keyed call stations
Emergency manual lowering
Laminate cab walls- (color to be specified) with white trim (powder coated)
Automatic bi- directional floor leveling
Four LED ceiling lights with matching color trim rings
Battery back- up courtesy lighting in car
Hall doors: Steel fire rated with ADA hardware, Ceramic glass vision panels
Power door operators
Safeties: slack rope, upper and lower final limits, over-speed, car top and pit switches, low oil, shaft way door safeties

Price: Forty-Seven Thousand Seven Hundred Forty Dollars ($47,740.00)

Other Work: Remove and dispose of old elevator. Construct a new machine room adjacent to the shaft way on the upper landing of the building. The room will be clad with siding and trim to

Attachment: NorthStar_Elvoro_Garaventa_Lift (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke, Facilities/Production

NORTHSTAR LIFTS LLC

match as closely as possible the existing building. There will be a self-closing, locking door painted to match. Electrical wiring will be run from the existing machine room to the new location, and new disconnects for the lift installed. A light with switch will be installed in the machine room. New code compliant swing doors with automatic operators and interlocks will be installed with the new lift. The site will be left in use-ready condition.

Price: $12,850.00.

Total project Cost: $60, 590.00

Notes: Price is based on PREVAILING wages.
Includes $1, 4, with 10 Mil. aggregate insurance coverage.
Patching, finishing of shaft-way (if nec.) not included

Terms: Price is based on contract (letter of intent to proceed or signing this agreement) within 60 days, and 30% deposit, 40% due at time of shipping of lift from mfr., Balance net 30 days upon completion (lift to be inspection ready.)

Delivery: Please allow 1 week for approval drawings upon letter of intent to proceed. The lift will be delivered to the site at an agreed upon date with the owner. Time on site is 10-12 days. All shaft way construction and finish work to be completed prior to delivery of lift to site. Drawings and additional information for machine room will be provided by Northstar Lifts.

Code: The lift will conform to ASME A18.1 for vertical platform lifts. Current NYS Code requires all elevators, lifts, and stair lifts to be inspected by a *Qualified Elevator Inspector (QEI).* This code is enforced by local Authorities Having Jurisdiction. **Initial acceptance inspection work by Northstar is included.**

Warranty: Northstar Lifts will provide 12 months Labor and 24 months Parts warranty on this product. The warranty shall begin upon the substantial completion date of the installation. All service for warranty shall be performed during normal business hours. The warranty shall not cover damage due to fire, flood, acts of Government, acts of GOD, normal wear and tear, abuse, or any other situation beyond the control of Northstar Lifts, Llc.

Submitted by: Charles Freiberger
Northstar Lifts, Llc.

Attachment: NorthStar_Elvoro_Garaventa_Lift (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke, Facilities/Production

NORTHSTAR LIFTS LLC

Fully Insured ($1,4,10 M)
Mfr. Certified Member SBE, BBB
BID PROPOSAL

Feb. 24, 2024

To: **Cortland County**

For: **Div. 14- LU/LA Elevator**
Dwyer Memorial Park
Preble, NY

Scope: Northstar Lifts, LLC shall Supply and install one (1) Genesis Elvoron LU/LA ELEVATOR by Garaventa Lifts per the following specifications:

Specs include:
Genesis Elvoron LU/LA
Car Size: 42" x 60".
Power supply: 208 VAC 30 Amp Three Phase (230 single phase unit available if required)
120 VAC 20 Amp for lighting circuit
Hydraulic 2:1 Roped drive
Programmable Logic Controller
Battery back-up down travel
Rated load: 1,400 lbs.
Travel: 11' 1" (to be field verified)
Automatic operation with non-keyed call stations
Emergency manual lowering
Laminate cab walls- TBD With Painted Trim & Ceiling
Cab- 2 speed doors painted white
2 speed hoist way doors- Primed
Integral emergency auto-dial phone in COP W/ visual 2- way communication and landing obstruction sensors
Audio/ visual directional indicators and motion chime
Full height light screen on car doors
Battery back- up courtesy lighting in car
Safeties: slack rope, upper and lower final limits, rupture valve, car top and pit switches, car door and shaft way door safeties
seven
Price: Seventy- six Thousand Seven Hundred Ninety Dollars ($76,790.00). Sales, use, or other taxes are not included in this quote.

Other work: remove and dispose of existing elevator $4,750.00

Attachment: NorthStar_Genesis_LuLa_Elevator (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke, Facilities/Production

NORTHSTAR LIFTS LLC

Northstar Lifts, Llc can provide a turnkey installation if desired as follows:

1. Demo west wall of existing shaft way, including masonry pit wall and wood frame structure (to be done after proper shoring of adjacent structure)
2. Extend pad for masonry under lower stair landing, and build new pored concrete wall for pit and wall support, lower landing support.
3. Frame and structure new rail support wall (2x6 wood framing with LVL rail supports per manufacturer's specs).
4. Build new machine space on upper landing with a self- closing, locking door per code.
5. Install siding, drywall, trim, finish and paint to match existing as closely as possible.
6. Fill in, paint, trim, finish around new elevator doors.
7. New electrical wiring for machine room to include re-routing 230, 120 lines for elevator, and light as required for machine room.

Price: $47,840.00.

Price is based on best possible observation of existing conditions. Should any condition requiring modification of described work be discovered during construction (hidden plumbing, electrical, ledge, etc.) these will be addressed through a written change order to be signed and attached to the agreement for this scope of work.

Terms: Price is based on contract (letter of intent to proceed or signing this agreement) within 90 days, and 30% deposit, 30% at time of shipping from Mfr., process payments per contract, Balance net 30 days upon completion (elevator to be inspection ready.)

Notes: Price is based on PREVAILING WAGES.
Includes $2, 4, 10 Mil. insurance coverage and $1 mil umbrella.
Patching, finishing of shaft-way (if nec.) not included
Work by others:

1- Framing/ blocking masonry as specified by the manufacturer- Drawings to be provided.
2- Pit for elevator as indicated on drawings
3- Dedicated circuit 230 volts (or 208 three phase), 20 or 30 amp service with fused, lockable disconnect.
4- 110 volt 15 amp for car lighting with lockable disconnect.
5- Telephone line for integrated phone
6- New code compliant machine room at upper level adjacent to shaft way.

Delivery: Please allow 1 week for approval drawings upon letter of intent to proceed. The elevator will be delivered to the site at an agreed upon date with the General Contractor. Time on site is 8-10 days. Shaft way construction is estimated at three weeks. All shaft way construction and finish work to be completed prior to delivery of elevator to the site. Drawings and additional information for machine room will be provided by Northstar Lifts. QEI inspector's fees are not included.

Attachment: NorthStar_Genesis_LuLa_Elevator (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke, Facilities/Production

NORTHSTAR LIFTS LLC

Delay in delivery or installation: It is intended that the delivery and installation be made within a reasonable timeframe from the signing of this agreement. Should delays result from lack of completion of the preparatory work, or other issues beyond the control of Northstar Lifts, the owner of the site will be responsible to pay 90 per cent of the outstanding balance within 30 days of the intended delivery to the site. The equipment may be stored at the lift provider's warehouse until the site is ready if necessary. Storage fees will apply.

If Northstar Lifts is delayed in the performance of the work by any action or omission of the owner, or anyone employed or engaged by them directly or indirectly, then the work schedule shall be extended for such reasonable time as the elevator provider and site owner/ general contractor shall agree. The elevator provider reserves the right to be reimbursed by the owner for reasonable costs incurred as a result of the delay. Northstar Lifts will not accept any liability or responsibility for liquidated damages resulting from delay of the project.

Change Orders: Any changes to the specified equipment listed above, or to the scope of work by Northstar Lifts, will be listed in a written change order, and signed and dated by Northstar Lifts and the Owner. No changes will be accepted unless noted in writing, and signed by both parties on an approved change order.

Code: The lift will comply with **ASME A17.1;** Current NYS Code requires all elevators, wheelchair lifts and stair chairs to be inspected by a *Qualified Elevator Inspector*, (QEI). This code is enforced by the local jurisdiction having authority. The cost for this initial inspection service by the QEI is not included. Northstar's participation in the inspection is included a part of this project.

Insurance: Northstar Lifts maintains General liability in the amount of $2 mil., with a $4 mil. Aggregate, $1 mil Excess Liability coverage, as well as full workers compensation insurance, and $1 mil. Auto insurance. The owner and/ or general contractor will be named as an additional insured, and provided with Certificates of Insurance prior to commencement of installation.

Warranty: Northstar lifts will provide 12 months on all Labor and ***24*** Months on parts for this product. An Optional 5year warranty (total: 7 years) on parts for the elevator is available for $1,700.00, with a required preventative maintenance agreement. This warranty shall begin upon substantial completion of the work. All such service shall be performed during normal hours and shall not cover any damage due to fire, flood, acts of government, war, Acts of God, normal wear and tear, or any other situation beyond the control of Northstar Lifts Inc.

Submitted by: Charles Freiberger
Northstar Lifts, Llc.

Attachment: NorthStar_Genesis_LuLa_Elevator (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke, Facilities/Production

NORTHSTAR LIFTS LLC

Fully Insured (1,4,10 Mil)
Mfr. Certified Member: SBE, BBB
BID PROPOSAL

Feb. 15, 2024

To: Cortland County

For: Div. 14 4200 Vertical Platform Lift (Genesis Shaft way)
Dwyer Memorial Park
6799 Little York Lake Rd.
Preble, NY 13141

Scope: Supply and install one (1) Genesis Opal vertical platform lift by Garaventa Lifts.

Specs include:
Genesis GVL-SW-144 straight through vertical platform lift
Hydraulic drive @ 17 FPM
Platform: 45" x 58 7/8"
Power supply: 120v VAC 20 Amp
Rated load: 750 lbs.
Travel: 11' 1" (to be field verified)
Constant pressure operation with keyed call stations
Emergency manual lowering
Lower and upper shaft way doors- Fire rated flush doors with Glass ADA window
ADA compliant hardware, interlocks, POWER DOOR OPERATORS

Price: Thirty- seven Thousand Seven hundred eighty Dollars ($37,780.00)
5 Additional year Warranty available for $1,700.00 (Total 7 yrs.)
Note that a Preventive Maintenance agreement is required for this extended warranty. (see below)

Other Work: Build a wood stud and sheetrock wall to reduce the depth of the shaft way to 65". Build a reinforced floor to bring the pit depth to 3" as appropriate for this lift. The floor will be painted with intumescent paint for code compliance. New shaft way doors with power door operators and interlocks will be installed, and painted to match existing pavilion colors.

Price for construction work: $6,250.00.

Total: $44,030.00. Forty-four thousand, thirty dollars.

Notes: Price is based on Non-PREVAILING WAGES
Unit submitted per specifications
Includes $2, 4, 10 million insurance coverage, with $1 mil umbrella.

Northstar Lifts, Llc. 493 Rte 281, Tully, NY 13159 Ph: 315.864.6006 Fax: 315.864.6096 www.northstarlifts.com

Attachment: NorthStar_Genesis_Opal_VLP (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke, Facilities/Production

NORTHSTAR LIFTS LLC

Price is based on contract (letter of intent to proceed) within 60 days, and 30% deposit, 40 % due at time of shipping from mfr., balance due upon completion.

Delivery: Please allow 1 week for approval drawings upon letter of intent to proceed. The lift will be delivered to the site at an agreed upon date with the General Contractor. Time on site is 5-7 days. All wiring, other construction and finish work to be completed prior to delivery of lift to site.

Delay in delivery or installation: It is intended that the delivery and installation be made within a reasonable timeframe from the signing of this agreement. Should delays result from lack of completion of the preparatory work, or other issues beyond the control of the elevator provider, the owner of the site will be responsible to pay 90 per cent of the outstanding balance within 30 days of the intended delivery to the site. The equipment may be stored at the lift provider's warehouse until the site is ready if necessary. Storage fees will apply.

If Northstar Lifts is delayed in the performance of the work by any action or omission of the owner, or anyone employed or engaged by them directly or indirectly, then the work schedule shall be extended for such reasonable time as the elevator provider and site owner/ general contractor shall agree. The elevator provider reserves the right to be reimbursed by the owner for reasonable costs incurred as a result of the delay. Northstar Lifts will not accept any liability or responsibility for liquidated damages resulting from delay of the project.

In the event that a Northstar Lifts installation team cannot complete an installation due to delays in construction, or failure to complete preparatory tasks by the owner; and must return at a later date to complete the installation, an additional fee equal to travel to and from the site to Northstar, and the hourly wages of technicians affected will be added and must be paid prior to commencing the balance of work.

Change Orders: Any changes to the specified equipment listed above, or to the scope of work by Northstar Lifts, will be listed in a written change order, and signed and dated by Northstar Lifts and the Owner. No changes will be accepted unless noted in writing, and signed by both parties on an approved change order.

Code: The lift will comply with **ASME A18.1;** Current NYS Code requires all elevators, wheelchair lifts and stair chairs to be inspected by a *Qualified Elevator Inspector*, (QEI). This code is enforced by the local jurisdiction having authority.

Insurance: Northstar Lifts maintains General liability and umbrella insurances in the amount of $2 mil. and $1 mil. each, with a $4 mil. Aggregate, as well as full workers compensation insurance. The homeowner will be named as an additional insured, and provided with Certificates of Insurance prior to commencement of installation.

Attachment: NorthStar_Genesis_Opal_VLP (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke, Facilities/Production

NORTHSTAR LIFTS LLC

Warranty: Northstar lifts will provide 24 months on all Labor and ***24*** Months on parts for this product. This warranty shall begin upon substantial completion of the work.

An extended warranty for a total of 84 months is available for the sum of $1,700.00. THIS EXTENDED WARRANTY REQUIRES A PREVENTIVE MAINTENANCE AGREEMENT. All such service shall be performed during normal hours and shall not cover any damage due to fire, flood, acts of government, war, Acts of God, normal wear and tear, or any other situation beyond the control of Northstar Lifts Inc.

Submitted by: Charles Freiberger
NORTHSTAR LIFTS, LLC.

Attachment: NorthStar_Genesis_Opal_VLP (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke, Facilities/Production

PROPOSAL

Quote: 2023-246
Date: November 15, 2023

Dwyer Memorial Park Pavillion
Attn: Chuck Miller
66347 Little York Lake Road
Preble, New York 13141
Phone: 607-753-5068 | Chuck Miller
Email: cmiller@cortland-co.org

Date? Hold the line End of the month

ACCESSIBILITY SOLUTIONS, INC.

Main Office:
PO Box 3122
Syracuse, NY 13220
(315) 452-1750
Toll Free: (800) 683-9563
Fax: (315) 452-1757

Albany Area:
23 Van Dyck Street
Coxsackie, NY 12051
(518) 731-6192
Toll Free: (877) 731-6192
Fax: (518) 731-7771

www.wantalift.com

We propose to furnish and install one **Orion, LU/LA** as manufactured by Savaria to serve 2 floors.

In accepting this proposal, the purchaser shall be aware that the proposed equipment has been manufactured to meet the A17.1 National Elevator Code for use in a public building. Unit will be manufactured to meet ASME A17.1/CSA B44-2016 Sec 5.2. It is the owner's responsibility to obtain approval from local authority having jurisdiction. In addition, should any permits or inspections be required for this equipment, such fees will be assessed at additional cost.

FOR THE SUM Seventy-Three Thousand Eight Hundred Fifty-Four Dollars ($73,854.00)
Price includes our standard discount for payment by check or money order.
Price includes NYS code required inspection if mandated by local authority having jurisdiction.

□ Add $4,604.00 to the above price if adhering to the 2019 code which requires 3D camera monitoring system, 3D light curtain

Specifications:
Travel – Approx. 11'-1"
Stops: 2
Openings: 1
Power Supply - 240 volt, 1 phase,
Motor - 5 hp
Machine room location – TBD
Cab Size – 48" Width x 54" Depth

Orion Lift Features:
Type 1, Cable hydraulic drive System, 1400 lbs. capacity
Rated speed of approximately 30 feet per minute
Automatic floor selective operation
Optical scanner for floor selection, stopping and re-Leveling
Vertical stainless steel control panel
Digital floor indicator in cab
Battery operated emergency lowering & lighting with automatic recharging
Modular steel cab in white
Pit clearance and car top stopping devices
Grab rail, solid ceiling with four pot lights
Over speed valve, car top inspection station
Negative pressure switch
Two speed valve, submersible motor
In car directional indicator, tactile braille plates
Wood floor on cab
Color as selected from manufacturer's standard-white
2 Automatic 2-speed sliding car doors to match cab and 2 automatic 2-speed sliding hoistway doors, white to match car doors.
Keyed operation, emergency light, and alarm bell
Phase 1 Fireman's service
ADA hands free phone

Work by others:
1. Code compliant hoistway and machine enclosure with access door.
2. Extension of power supply to machine enclosure.
3. Provide suitable base & support for machine.
4. Provide 14" minimum pit at lower landing.
5. Provide light, receptacle and switch in pit to comply with code
6. Disposal of construction debris, packing materials, etc.
7. Provide analog dedicated phone line for 2016 code
8. Provide an Ethernet cable for the camera monitoring system if adhering to the 2019 code.

This proposal includes the warranty and guarantee provisions of the equipment manufacturer. Said manufacturer does NOT include labor and other incidental expenses, but strictly limits his obligation to the replacement of defective parts delivered to his place of business for three (3) years. All warranty items must go through Accessibility Solutions.

The manufacturer of our products recommend that in order to maintain peak performance, routine maintenance on the unit should be performed at a minimum of two times per year by lift installer.

Order will be entered upon receipt of one (1) signed copy of this Proposal.

Terms: $5,000 with signed order, $31,927 (Balance of 50% down payment) due upon the receipt of approved drawings.
Remainder as per "Terms & Conditions."
Delivery: Approximately 8-10 weeks after approved drawings.
Note: Price is valid through January 1, 2024. After this date, the above price will increase by 8% due to manufacturer's planned price increase.

Attachment: Accesibility Solutions Inc - Orion LULA (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke, Facilities/Production

TERMS AND CONDITIONS:
It is expressly understood, in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that Accessibility Solutions, Inc. assumes any liability on account of accidents to persons, except those directly due to the negligent acts or omissions of Accessibility Solutions, Inc. or its employees; and that your own responsibility for accidents to persons while riding on or being in or about the accessibility lifts referred to is in no way affected by this Agreement. Accessibility Solutions, Inc. shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, or by any other cause which is unavoidable or beyond its reasonable control, or in any event, for consequential damages. No work, service or liability on the part of Accessibility Solutions, Inc. other than that specifically mentioned herein, is included or intended.

Unless otherwise agreed, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, the additional price, at our usual rates for such work, shall be added to the contract price herein named.

100% of the value of all materials shipped from the factory shall be due and payable in current U.S. funds upon shipment. For the purpose of such payment, 75% of the contract price shall be assumed to be the value of the material. Progressive payments of 100% of work completed shall be billed and payable as work progresses. Full and final payment shall be made upon completion of our work.

It is expressly understood that the extension of credit for the purchase of our goods and/or services will be expressly subject and contingent to the terms and conditions of sale as follows. Terms: Full payment is due upon completion of our work. A finance charge of 2% which is an annual percentage rate of 24% will be charged on items 30 days or more past due. In the event this account is not paid when due and is turned over to an attorney for collection, the purchaser agrees to pay all costs of collection including an attorney fee of 35% of the amount due.

It is agreed that our workmen shall be given a safe place in which to work. We reserve the right to discontinue our work in the building when ever in our opinion this clause is being violated. Should damage occur to our materials, tools or work on the premises, by fire, theft or otherwise, if not our fault, the purchaser is to compensate us therefore.

All materials replaced or removed for salvage shall become the property of Accessibility Solutions, Inc. Purchaser is responsible for removal/disposal of all construction debris (crating, etc.).

The machinery, implements and apparatus furnished hereunder remain personal property, and we retain title thereto until final payment is made, with right to retake possession of the same or any part thereof 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.

ACCEPTANCE OF PROPOSAL:
This proposal is submitted for acceptance within 30 days from date executed by us and thereafter subject to change without notice. However, if you should, after specified time for acceptance has expired, execute and deliver contract to us, then contract shall be binding on both parties unless we, within 10 days after receipt, notify you in writing that proposal has been withdrawn or changed.

This instrument is written in duplicate, both copies being executed by us and submitted to you as a proposal, and same, subject to conditions of the foregoing paragraph, will constitute a valid contract binding both parties upon your signature and delivery of one copy to our office. The effective date of this contract will be the date one copy of this instrument, properly executed by you, is delivered to our office. Please refer to any additional terms as stated on the front of this Proposal.

This contract supersedes all previous contracts or agreement, written or oral, between the parties hereto and cannot be altered except by written supplement hereto properly executed by both parties. Cancellation of this order after three business days, the customer will be liable for all costs associated with the project up to the time of cancellation. Such costs may involve charges on the part of the manufacturer, labor in our shop and/or for installation, freight charges, delivery and mileage.

If applicable to the product being proposed, price does not include New York State Code required inspection as mandated by local authority having jurisdiction.

Stairchair Installations - Accessibility Solutions, Inc. cannot and will not guarantee or advise whether or not the customer can transfer from a wheelchair to a stairway chairlift (stairchair).

If applicable, the purchaser shall pay as an addition to the price herein quoted the amount of any tax based on sales made hereunder imposed by any law. Installation must be started within 30 days after equipment is delivered to job site.

Accepted by:

_____Date: _____

Down payment equal to ½ of the Proposal price to be included with order

Respectfully submitted,
ACCESSIBILITY SOLUTIONS, INC.

By: James J Whaley
Date: 11/21/23

Attachment: Accesibility Solutions Inc - Orion LULA (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke, Facilities/Production

Steve Metras
Regional Sales Consultant
26 Corporate Circle
E. Syracuse, NY 13057
Office: 315-414-0863
Cell: 315-415-7116
Sales@SyracuseElevator.com

Syracuse Elevator COMPANY
"Taking You to the Next Level of Living"

LU/LA Elevator Sales Proposal & Contract

Date: January 22, 2024

Billing Contact: Cortland County
Attention Alan Pankhurst
Building and Grounds
Church Street
Cortland, NY

Work Site Dwyer memorial park The Guzzle
Rt 281
Homer, NY

Scope of Work:

Syracuse Elevator will furnish and install **One (1) LU/LA Elevator** as manufactured by **Garaventa**, serving two floors and including the following features:

- 1400lb Weight Capacity
- 30 FPM Travel Speed
- Hydraulic Drive
- Single front Configuration
- Car Size to fit 40x54 prox
- Plastic Laminate Car Walls chioice of 8 finishes Finish
- Black or white powder Coat Car Wall Trim
- Cab Door Painted to Match Cab Trim
- White Textured Car Ceiling
- Unfinished Plywood Flooring
- Four (4) Recessed LED lights
- Standard Brushed Stainless Handrail
- Brushed Stainless COP w/ I Buttons,1,2
- Auto Dial Phone in COP
- 2019 Code Compliant Video Communication
- Two sets Primed Landing Doors (Paint by Others)
- 10' Of Hydraulic Hose
- Phase 1 Fire Service
- Tank heater

Attachment: Syracuse Elevator Company - LULA Elevator (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke,

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Price:
The scope of work will be completed for a total sum of **$77,200.00 (Seventy Seven Thousand, Two Hundred Dollars and Zero Cents)**

- This price is inclusive of freight from the manufacturer to our warehouse, and initial delivery to the installation.
- Accessibility Equipment is New York State Sales Tax Exempt.

Removal and disposal by others ADD $8,750.00

Warranty:
Syracuse Elevator and Lift will provide a 1-year warranty on all labor. Garaventa will provide a Two year manufacturer's warranty on parts that may fail due to poor workmanship or faulty product including all electrical and drive components. This warranty is not intended to take the place of a proper preventative maintenance plan, which is the responsibility of the owner during labor warranty. Neither warranty will commence until proper progress payments have been made.

Payment Terms:

(1) 1st Billing: Front End Payment 25% Upon Signing
Payment must be received to release equipment into production. This payment is due upon signing of this contract.
(1 a) One Billing for Removal of old, payable at time of signing contract. $8500.00

(2) 2nd Billing: Shipping Release 50%
This payment must be received before the equipment will be delivered to our warehouse. Delaying this payment will delay your order, and consequently will delay installation.

(3) Final Billing: Installation 25%
The final invoice will be due upon completion. This is due to our installer on their last day on site.

Owner's interest: The owner acknowledges they may retain monies (retainage) in the amount of $500.00 for items that the owner finds not 100% satisfactory on the day of completion. For example, if a component is scratched and in need of replacement, the owner may choose to deduct $500 from the final payment & have the elevator turned over for normal use. The retainage amount of $500 will then be due when the component is replaced.

Attachment: Syracuse Elevator Company - LULA Elevator (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke,

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- Retaining payments due to unfinished work will not be accepted above the amount of $500.00.
- Monies will not be held for residual work related to the warranty. (e.g.., Touch Up Paint, adjustments.)

Change Order:
Any required modifications to the project specifications as per the terms of this Contract or any additional waiver and / or materials shall be subject to a Change Order to be executed by the parties. It is expressly understood that Syracuse Elevator shall be billing the labor at $75.00 per man hour.

Late Payment Penalty:
After 30 days a fee of 2.5% per month will be charged on all unpaid balances. Collection costs, including attorney's fees will be added to accounts that are referred to collection.

Scheduling:
It is understood by and between the parties that if Syracuse Elevator is contacted by the Contractor to be on site to perform labor for the installation of materials, if due to any negligence or delay on behalf of the Contractor Syracuse Elevator is required to leave the site and remobilize at a later date to complete work, it is understood by and between the parties that it is difficult to measure the actual damages incurred by Syracuse Elevator as a result of said delay, and the parties agree that a reasonable sum for remobilization, will be paid by the Owner or Contractor to Syracuse Elevator due to said delay, will be agreed to by both parties based upon circumstances.

If the project is delayed due to no fault of Syracuse Elevator and Syracuse Elevator is unable to make delivery, the Contractor or Owner may lose their place on the installation schedule

Indemnification:
It is understood by and between the contract signatory and Syracuse Elevator that the project architect and / or engineer certifying the structural integrity of the project shall be solely responsible for the structural integrity of any structural supports or further architectural components of the project herein. It is further understood that Syracuse Elevator shall have no responsibility for determining the structural integrity of the structural supports and the Contractor shall hold Syracuse Elevator harmless in regard to any claim or claims, cause or causes of action for personal injury and / or property damage in regard to any design defects and / or improper construction, installation or manufacture of any structural supports in regard to the project, including any reasonable attorney's fees and the cost of expenses incurred by Syracuse Elevator in regard to same. The Architect and / or Engineer shall be responsible for determining, that the structural integrity of any structural supports and further architectural components of the project herein complies with any local, state, and /or federal regulations governing the same, and shall be in appropriate and safe condition, prior to Syracuse Elevator delivering the equipment and

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materials to the project site. Failure to do so shall subject the Owner and / or Contractor to damages and costs as set forth in the Contract hereinafter.

Any and all Drawings or Specifications submitted by Syracuse Elevator, as part of the original estimate which was accepted by the Owner and / or Contractor shall supersede any architectural details of the equipment submitted by the Owner and / or Contractor. Work which is necessary to be completed by others prior to installation and not included under this contract is listed in Attachment A.

Acceptance:
This order expressly limits Buyer's acceptance to the Terms & Conditions (attached) of this contract. Any additional or different terms, whether contained in Buyer's forms or otherwise presented by Buyer, are invalid unless expressly agreed to in writing by Syracuse Elevator.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

a. Customer acknowledges that payments will be made according to the payment terms. Customer also acknowledges that the final payment will be due to the installation team on their last day on site, and there will be no exception to that rule. Invoices for the final payment will only be provided upon request.

_____
Initial Here

b. Customer signing this document is legally allowed to sign on behalf of the business where the lift will be installed, and is now the responsible party in regards to payments.

_____
Initial Here

c. The customer understands that ordering the unit is an indication that the site will be ready for installation when the unit is slated to arrive at Syracuse Elevator's warehouse. If the site is not ready upon its arrival, warehousing fees will be incurred. These additional fees will be added, and due with, the final progress payment.

_____
Initial Here

Attachment: Syracuse Elevator Company - LULA Elevator (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke,

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Syracuse Elevator COMPANY

"Taking You to the Next Level of Living"

Syracuse Elevator: *Steve Metras* **Date:** 1/22/24
Regional Sales

Customer Signature: _____ **Date:** _____

Printed Name & Role: _____

Contractual documents can be returned via email to Sales@syracuseelevator.com or via mail to our main office:

Syracuse Elevator
26 Corporate Circle
E Syracuse, NY 13057

Thank you for the opportunity to quote your project. We look forward to working with you.

Sincerely,

Steve Metras
Regional Sales

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Attachment A

Work By Others: The following work is not included under this contract and must be completed prior to installation.

1. Provide code compliant machine room with self-closing and locking door.
2. Hoist-way/Enclosure with plumb, smooth finished interior walls and appropriate solid backing for elevator rails and sill and door attachment. See Drawings for necessary requirements. This enclosure must be fully completed prior to Elevator installation and be code compliant. Entrance frames will need to be blocked up after installation.
3. Hoistway construction must be in accordance with the Shop Drawings provided by Syracuse Elevator (Not the Contract Drawings). Due to close running tolerances, the shaft constructor must assure that the hoistway is constructed plumb and square throughout its entirety. Constructor must be certain that the pit, overhead clearance and floor to floor dimensions are in adherence to Syracuse Elevator's Shop Drawings. NOTE: Syracuse Elevator will not be responsible to confirm that the construction of the shaft is plumb and / or square prior to the commencement of installation. Necessary barricades inside or outside of hoistway during construction.
4. Supporting wall construction must be confirmed with site Architect / Engineer to be sure it will support imposed loads. Any wall reconstruction and / or damage to finishes will not be the responsibility of Syracuse Elevator.
5. Provide power feeds for a 230V 30A, a 120V 15A circuit. Provide lockable 230V single phase three pole disconnect switch and 115V Disconnect switch for cab Lighting
6. Dedicated Phone line with 24-hour monitoring.
7. 14" min. pit must be level and smooth and have same dimensions as hoist-way.
8. Provide and install all hoist-way rough openings for door installation.
9. Call boxes provided by Syracuse Elevator to be mounted by general contractor with 2' of ¾" flex conduit into shaft, if required.
10. All cutting and patching.
11. Typical construction lighting at landing entrances, (1) 110-volt, 20-amp power sources and adequate heat.
12. Rollable access to lift at construction level.
13. All electrical services required for machine operation.
14. All finished floor elevations.
15. Landing entrances finished to hoistway.
16. Heavy duty code compliant (NEC sec 6-20) lockable disconnect to be provided in accordance with machine equipment provided (see Syracuse Elevator's Approval Drawings for special requirements).
17. Pit waterproofing or sump pump provided by others and must not conflict with lift equipment.
18. Finish painting of lift doors, door frames, shaft walls, etc.
19. Phone lines and / or any other services not contained in the original estimate must be provided to termination point prior to the start of work.
20. Any and all related weather issues.

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LU/LA ELEVATOR PRE-START CHECKLIST

THE FOLLOWING REQUIREMENTS MUST BE COMPLETED PRIOR TO INSTALLATION

Check the appropriate boxes to confirm that the required items are in place. This completed form must be emailed to David@syracuseelevator.com once completed. Syracuse Elevator will then schedule the installation.

Date: _____

General Contractor: _____

Contact Person on Site: _____

Project / Building Name: _____

- ☐ Hoistway/Enclosure with plumb, smooth finished interior walls and appropriate solid backing for elevator rails, sill, and door attachment. See drawings for necessary requirements. This enclosure must be fully completed prior to elevator installation and be code compliant. Entrance frames will need to be blocked up after installation.
- ☐ Provide power feeds for a 230V 30A, a 120V 15A circuit and a phone line with 24-hour monitoring. Provide proper disconnects as per shop drawings.
- ☐ 14" pit must be level and smooth with the same dimensions as the hoistway.
- ☐ Provide and install all hoistway rough openings for door installation. Walls to be built after door erection.
- ☐ Call boxes provided by Syracuse Elevator to be mounted by general contractor with 2' of ¾" flex conduit into shaft.
- ☐ All permits or variances and approvals from regulating authority.
- ☐ All cutting and patching.
- ☐ Provide code compliant machine room with self-closing and locking door.
- ☐ Shaft walls to be plumb and square.
- ☐ Anchoring of T-Rail should be on a solid concrete filled block or three (3) 2" X 12" laminated wood. (See shops)
- ☐ Finished flooring in car completed by others.
- ☐ Anchoring of T-Rail inside pit wall should be on solid concrete or block filled with concrete.
- ☐ Provide dedicated 208V or 230V, 30-amp (single phase) OR 208V or 230V, 30-amp (three phase) power with ground and neutral wire in machine room. (See shop drawings). Provide shunt trip breaker if hoist way or machine room are sprinkler/heat protected.
- ☐ Disconnects completed by others. Main line disconnect should have an auxiliary pole for Syracuse Elevator use only.

Attachment: Syracuse Elevator Company - LULA Elevator (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke,

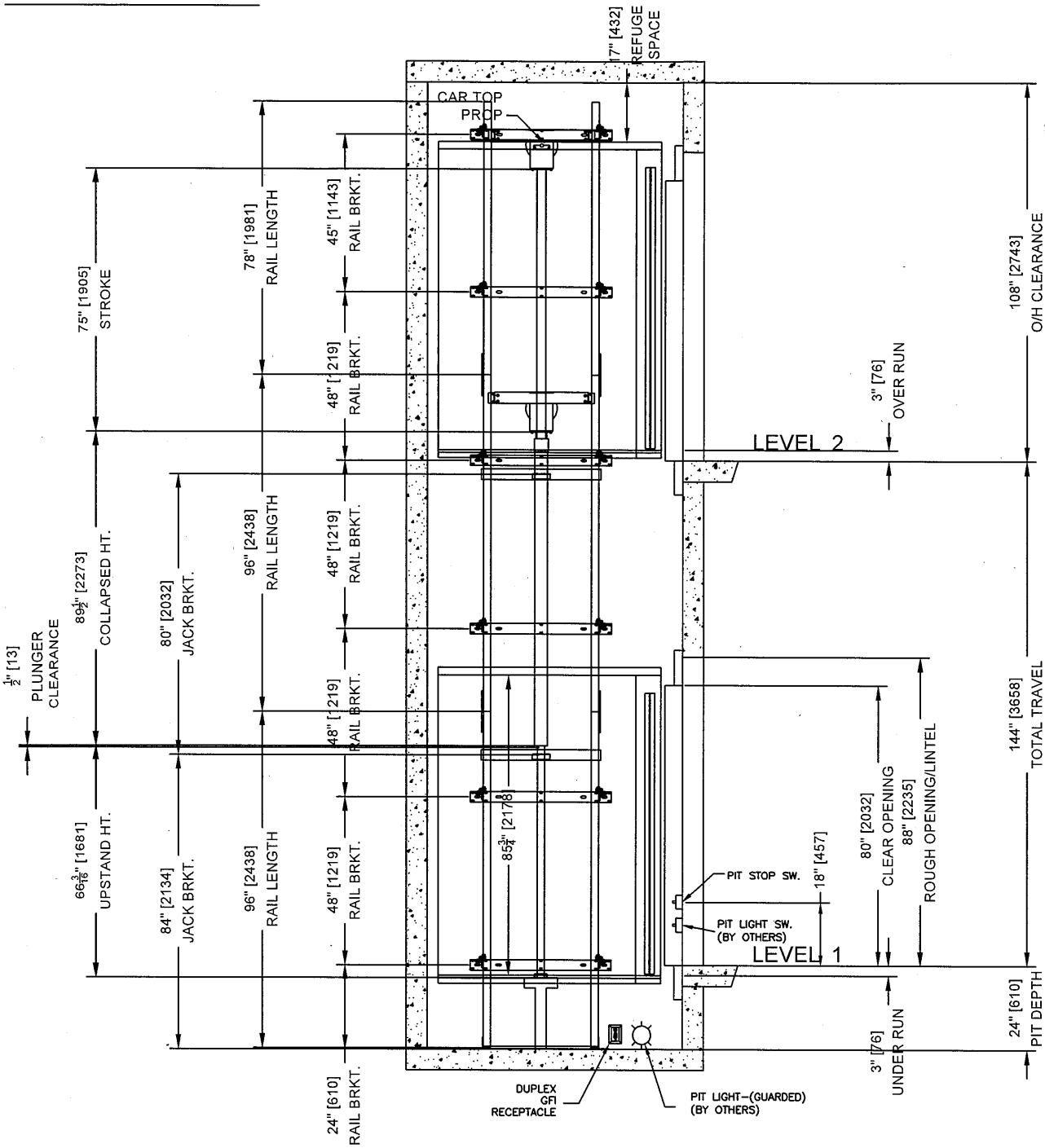
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- ☐ Provide dedicated 115V, 15-amp power and disconnect in machine room for elevator cab lighting.
- ☐ Provide 115V, 15-amp GFI outlet next to light switch in machine room. The switch and outlet to be located on strike side of machine room door. Provide adequate lighting.
- ☐ Provide pit light with pit light switch inside shaft way with GFI outlet (115V, 15-amp) below floor level, inside pit. Pit light to be on rail side. Pit light switch to be on strike side of sliding door 4' above first landing. And 1' back into hoistway.
- ☐ A DEDICATED telephone line circuit is required in machine room (dial tone). Indicate which lines are live. Need a phone number to program an ADA phone in elevator cab. This is dialed out automatically in case of emergencies and needs to be monitored by a person 24 hrs. a day seven day a week.
- ☐ Fire extinguisher Type "C" is required in the machine room.
- ☐ Machine room access door must be self-closing, self-locking, and keyed.
- ☐ Machine room height to be a minimum of 79" high. The machine room may be shared with other building mechanicals if it is separated by an expanded steel fence with the same attributes as the dedicated machine room.
- ☐ Machine room needs to be fire rated and ventilated. (i.e., Fire louvers in door). Adequate ventilation is required to maintain a temperature of 50˚ to 100˚ inside machine room.
- ☐ Per code, only elevator equipment and associated accessories are allowed in the machine room and shaftway.
- ☐ Wall at hoist entrances to be left open until after elevator doors are installed. Blocking above and below door frame to be a minimum double 2" x 10" for anchoring. General Contractor should plan on framing and finishing walls as elevator mechanics finish a landing to facilitate moving the elevator.
- ☐ Hoistway doors and frames may be primed and painted. (See shops.) Finish paint by others.
- ☐ Anchoring of sliding door above pit requires a solid concrete filled floor extending a min. 8" into pit. Wood floors and headers to be two (2) 2" X 10" across entire width of shaft.
- ☐ If a sump is provided in pit, then a plate needs to cover the top. Drainage is to be a permanent type of pipe where water flows through externally from hoistway. (Oil separator may be required - check with local authority). Should a sump pump be installed, a dedicated single plug is needed. Pump lead does not need to be in conduit.
- ☐ Need floor designation numbers, i.e., number 1 for first level, number 2 for second level etc. (See Shop Drawings)
- ☐ Phase 1 - Fire Service is required. Smoke alarms connection must be supplied to the elevator machine room by others. One set of dry contacts.
- ☐ Phase 2 - Fire Recall Service is not to be installed in LULA elevators. If required, smoke heads to be included in machine room and each floor. If a sprinkler system is in the building, additional smoke/heat heads are required in the shaftway. These detection devices must shunt power prior to the elevator disconnect.

Attachment: Syracuse Elevator Company - LULA Elevator (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke,

ELEVATION VIEW



A	REV A=INITIAL RELEASE. FOR ALL OTHERS SEE REVISION HISTORY (SHEET 9).		UNITS: MM [INCHES]	JAN/22/24	AU	
REV.	SCALE: N.T.S.	TOLERANCES: DIMENSIONAL ±3 [±1/8] ANGULAR ±1°	PROJECTION:	DATE	DRN.BY	CHK.BY

CONFIDENTIAL: NOT TO BE DISCLOSED OR REPRODUCED
GARAVENTA LIFT
WITHOUT WRITTEN PERMISSION OF GARAVENTA (CANADA) LTD.

ELVORON LULA **iGOLDD-DRAWING**

DWYER MEMORIAL PARK
ROUTE 281
HOMER NY 13045

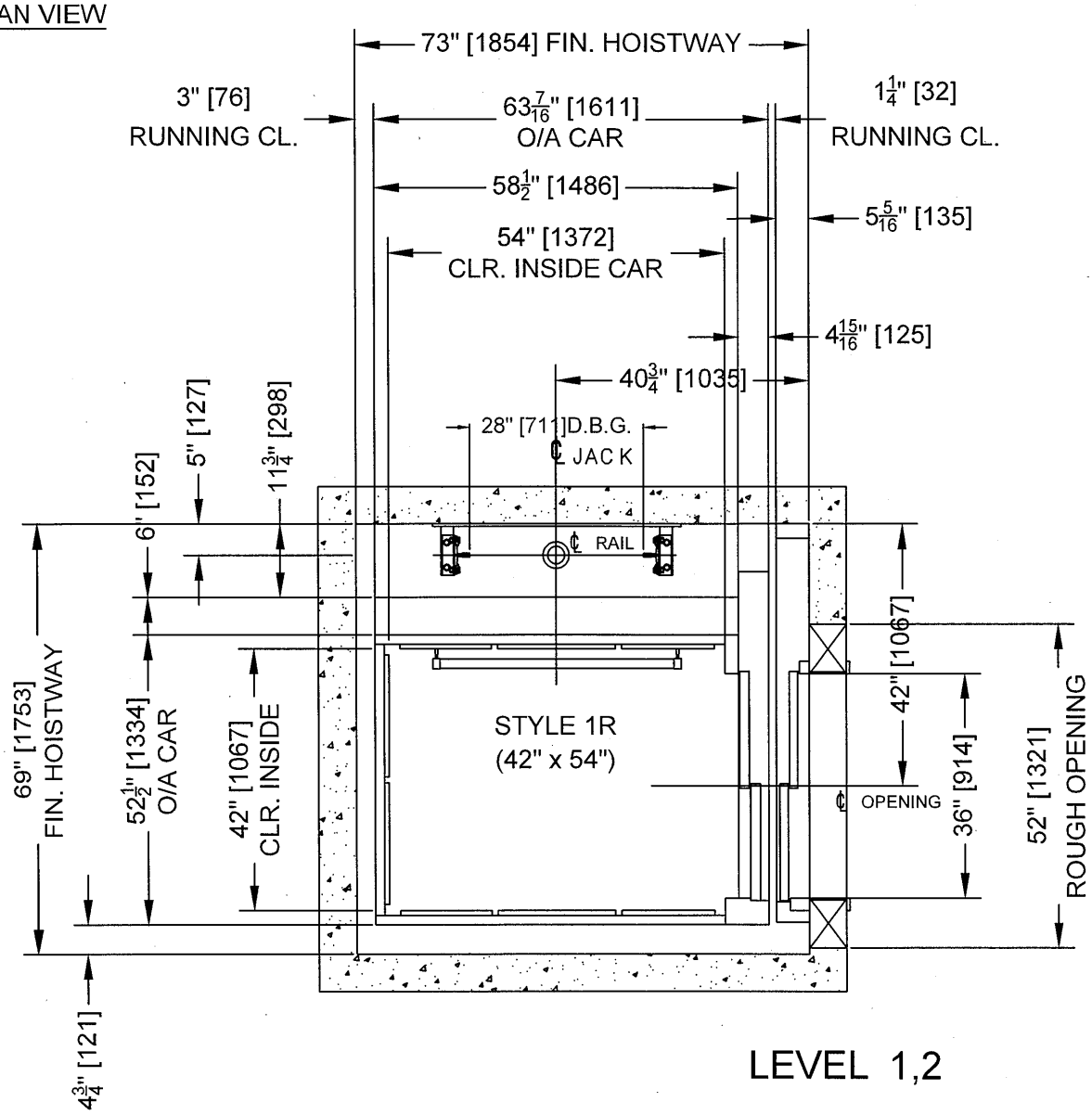
PAGE 1 OF 9

Syracuse Elevator

93869-iG-A

Attachment: Syracuse Elevator Company - LULA Elevator (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke,

PLAN VIEW



LEVEL 1,2

A	REV A=INITIAL RELEASE. FOR ALL OTHERS SEE REVISION HISTORY (SHEET 9).		UNITS: MM [INCHES]	JAN/22/24	AU	
REV.	SCALE: N.T.S.	TOLERANCES: DIMENSIONAL ±3 [±1/8] ANGULAR ±1°	PROJECTION:	DATE	DRN.BY	CHK.BY

CONFIDENTIAL: NOT TO BE DISCLOSED OR REPRODUCED
GARAVENTA LIFT
WITHOUT WRITTEN PERMISSION OF GARAVENTA (CANADA) LTD.

ELVORON LULA **iGOLDD-DRAWING**

DWYER MEMORIAL PARK
ROUTE 281
HOMER NY 13045

PAGE 2 OF 9

Syracuse Elevator

93869-IG-A

Attachment: Syracuse Elevator Company - LULA Elevator (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke,

SPECIFICATIONS

THIS LIFT IS MANUFACTURED IN ACCORDANCE WITH: ASME A17.1 SEC 5.2 - 2017

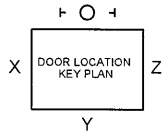
CAB OPTION & FINISHES

PLATFORM (Width x Length):	42 "[1067mm] x 54" [1372mm]
CAR STYLE:	1R
CAR CLEAR AREA:	15.75 Sq.Ft. [1.46 Sq.M]
FLOORING:	PLYWOOD W/ FINISH BY OTHERS
WALLS:	
PANELS:	COCOA - P-LAM
TRIM:	BLACK
CEILING FINISH:	WHITE
LIGHTING:	4 RECESS. LED LIGHTS-WHITE TRIM
HANDRAIL FINISH:	DIA 1.5"[38MM] -#4 BRUSHED ST/STL
EXTRA HANDRAIL(S) / LOC(S).:	N/A
CAB OPERATION:	AUTOMATIC OPERATION
TELEPHONE:	HANDSFREE (2010 CODE OR LATER)
TELEPHONE BOX FINISH:	N/A
3D DOOR RE-OPEN:	YES
TWO WAY VISUAL COMM. SYSTEM:	YES
C.O.P. FINISH:	#4 BRUSHED ST/STL
C.O.P. STOP ALARM:	KEYED STOP & ALARM BUTTON
C.O.P. OPERATION:	KEYLESS

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DOOR OPTION & FINISHES

ENTRANCES:	2 SPEED SLIDING DOOR - TYLER
CAB DOOR FINISH:	BLACK
LANDING DOOR FINISH:	PRIMED
LOCK TYPE:	SEMATIC MECHANICAL LOCK
DOOR LOCATION(S):	NO CONCURRENT LANDING DOORS
1st FLR. LOCATION:	Z
1st FLR. HANDING:	LH
2nd FLR. LOCATION:	Z
2nd FLR. HANDING:	LH
3rd FLR. LOCATION:	
3rd FLR. HANDING:	
4th FLR. LOCATION:	
4th FLR. HANDING:	
5th FLR. LOCATION:	
5th FLR. HANDING:	
6th FLR. LOCATION:	
6th FLR. HANDING:	



MISCELLANEOUS DETAILS

HOISTWAY CONSTRUCTION:	MASONRY
REMOTE MOUNT CONTROLLER:	YES
UPS:	N/A
TRAVELLING CABLE LENGTH (FT):	SUFFICIENT
PHASE 1 FIREMAN SERVICE:	YES
MAIN EGRESS LEVEL:	1
ALTERNATE EGRESS LEVEL:	2
MACHINE ROOM LEVEL:	1
CAR TOP PROP:	YES
KEYED HOISTWAY ACCESS:	YES
FASCIA:	YES
HYD. PIPE GRADE:	ASTM A106 - SCH. 80 MIN.
WARRANTY:	STANDARD 2 YEAR WARRANTY

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CONTROLS

OPERATION:	COLLECTIVE AUTOMATIC
HALL STATION TYPE:	CALL WITH CAR HERE LIGHT
HALL STATION KEY:	KEYED - REMOVABLE ON/OFF
HALL STATION FINISH:	#4 BRUSHED STAINLESS STEEL
DIGITAL DISPLAY (Levels):	N/A

CALL BUTTONS:	CONCURRENT:	OPERATION:
FLR-1 DR-1: 1		KEYED-REM-ON/OFF
FLR-2 DR-1: 2		KEYED-REM-ON/OFF
FLR-3 DR-1:		
FLR-4 DR-1:		
FLR-5 DR-1:		
FLR-6 DR-1:		

-
-

DRIVING MACHINE

NUMBER OF STOPS:	2
TRAVEL DISTANCE:	144.00 " [3658 mm]
CAPACITY:	1400 lb [635 Kg]
RATED SPEED (nominal):	30 FT/MIN [0.15 MSEC]
POWER SUPPLY:	230V 1PH 60HZ
MOTOR HORSEPOWER:	5 HP
HYDRAULIC HOSE:	NO
OVERSPEED SAFETY VALVE:	YES
PIPE RUPTURE VALVE:	N/A
DOOR LOCK VALVE:	N/A
MANUAL HAND PUMP:	N/A
SPLIT CYLINDER:	NO
BUFFER SPRINGS:	NO
SYSTEM:	1:2 ROPED HYDRAULIC
ROPES:	0.375" [9.5mm] DIA. AIR. CABLE
SHEAVE SIZE:	21 X ROPE DIA.
SAFETIES:	TYPE 'A' SAFETY
PUMP DATA:	4.5 G.P.M. [17 lpm] AT 1800 rpm SCREW PUMP
HYDRAULIC CONTROL VALVE:	EV-100 BLAIN (4) 24VDC COILS
EST. WORKING PRESSURE:	1106 Psi [7626 Kpa]
EST. STATIC PRESSURE:	1053 Psi [7260 Kpa]
GROSS LOAD:	3000 lb [1361 Kg]
EST. CAB/SLING WEIGHT:	1600 lb [726 Kg]

SINGLE STAGE JACK:

PLUNGER DIA.:	2 3/4" [69.85mm]
CYLINDER DIA.:	31/2" [88.9mm]
HEAD DIA.:	4 1/2" [114.3mm]
CYL. WALL THICKNESS:	0.25" [6.3mm]

RAIL AND STRUCTURAL MEMBERS:

ISO T89/B GUIDE RAIL, 8. lb/Ft
CROSSHEAD: 2X5X1/4 HSS
PLANK: C6@8.2
STILES: C5@6.7

SPECIAL NOTES

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ELVORON LULA **iGOLDD-DRAWING**
DWYER MEMORIAL PARK
ROUTE 281
HOMER NY 13045 PAGE 3 OF 9
Syracuse Elevator

93869-IG-A

Attachment: Syracuse Elevator Company - LULA Elevator (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke,

****PROVISION BY OTHERS****

MACHINE ROOM:
1. MACHINE ROOM TO BE LOCATED AT LOWER FLOOR ADJACENT TO HOISTWAY UNLESS OTHERWISE NOTED ON LAYOUT DRAWINGS.
2. ACCESS TO MACHINE ROOM IS TO BE THROUGH SELF-CLOSING AND LOCKABLE DOOR. INSTALLER TO MAKE ANY NECESSARY ADJUSTMENTS TO SUIT REGULATIONS AND/OR SITE CONDITIONS.
3. SLEEVES FOR OIL LINES TO BE PROVIDED FROM MACHINE ROOM TO HOISTWAY. (POSITION PER INSTALLER'S INSTRUCTIONS)

ELECTRICAL:
1. LOCKABLE FUSED DISCONNECT SWITCH TO BE PROVIDED FOR 230V 1PH 60HZ c/w AUX. CONTACTS AS INDICATED ON LAYOUT DWG.
2. PROVIDE 120VAC 1PH 60HZDISCONNECT FOR CAR LIGHTING.
3. PERMANENT POWER TO BE PROVIDED BEFORE INSTALLATION COMMENCES.

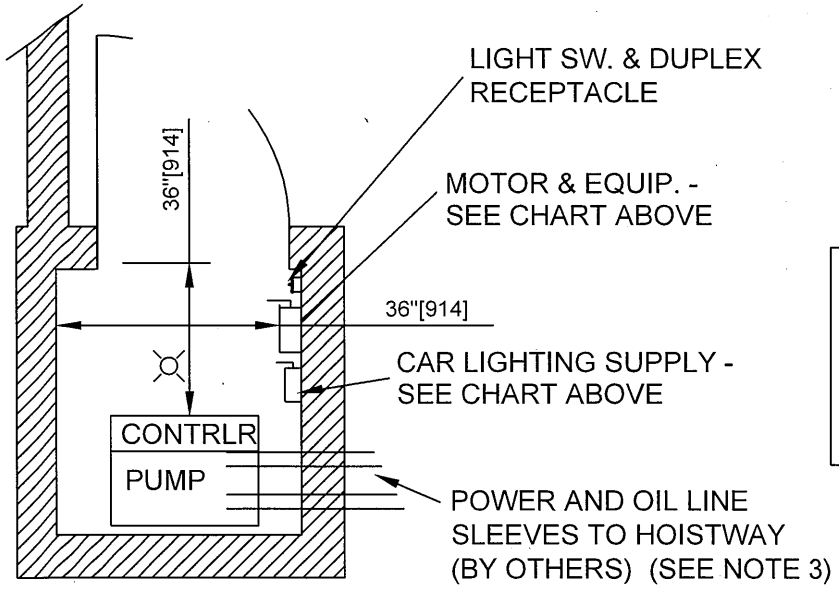
GENERAL:
1. HOISTWAY, PIT AND MACHINE ROOM TO BE IN ACCORDANCE WITH ASME A17.1 SEC 5/2 WHICH EVER IS APPLICABLE, AND TO EXISTING LOCAL CODES AND REGULATIONS.
2. HOISTWAY TO BE PLUMB, LEVEL, AND SQUARE 3. CONTRACTOR TO PROVIDE DRYWALL, CARPENTRY, AND MASONRY WORK AS REQUIRED AS WELL AS PATCHING AND MAKING GOOD (INCLUDING FINISH PAINTING) ANY CUTTING, DRILLING, AND MODIFICATION TO THE BUILDING NECESSARY TO PERMIT PROPER INSTALLATION OF THE ELEVATOR EQUIPMENT.
4. PROVIDE ALL LANDING ENTRANCE RETURNS AFTER DOORS ARE INSTALLED.

STRUCTURAL:
1. STRUCTURAL ENGINEER TO ASSURE THAT BUILDING AND HOISTWAY STRUCTURES ARE CAPABLE OF SUPPORTING LOADS IMPOSED BY THE ELEVATOR EQUIPMENT. (REFER TO THESE LAYOUT DRAWINGS FOR LOADS IMPOSED)
2. WHERE DOORS ARE REQUIRED, SUITABLE LINTELS MUST BE PROVIDED BY CONTRACTOR/OWNER. DOOR FRAMES ARE NOT DESIGNED TO SUPPORT OVERHEAD WALL LOADS.

POWER SUPPLY REQUIREMENTS BY OTHERS

	VOLTS	PHASE	FREQUENCY	DISCONNECT SIZE	FUSE	FULL LOAD CURRENT
MOTOR & EQUIP	230 V	1 PH	60 HZ	30 A	25A TIME DELAY	20.2 A
CAR LIGHTING	120 V	1 PH			15 A	

MACHINE ROOM PLAN



MACHINE ROOM AND EQUIPMENT SHOWN FOR REFERENCE ONLY. ACTUAL SITE CONDITIONS WILL AFFECT SIZE OF MACHINE ROOM AND LOCATION OF EQUIPMENT. SEE GENERAL NOTE#1 UNDER PROVISIONS BY OTHERS.

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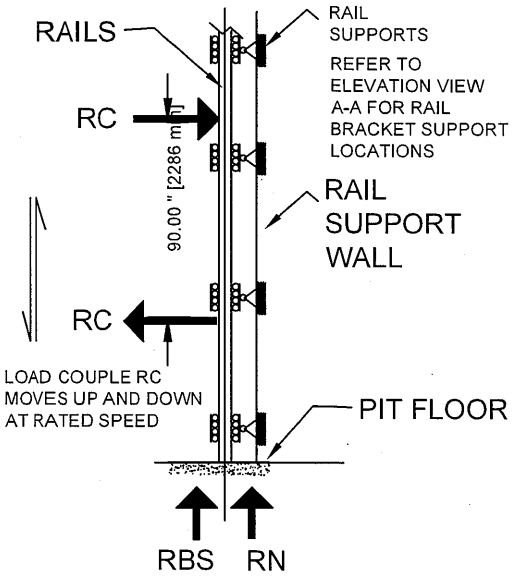
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ELVORON LULA **iGOLDD-DRAWING**
DWYER MEMORIAL PARK
ROUTE 281
HOMER NY 13045 PAGE 4 OF 9
Syracuse Elevator

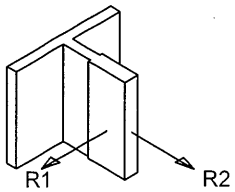
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Attachment: Syracuse Elevator Company - LULA Elevator (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke,

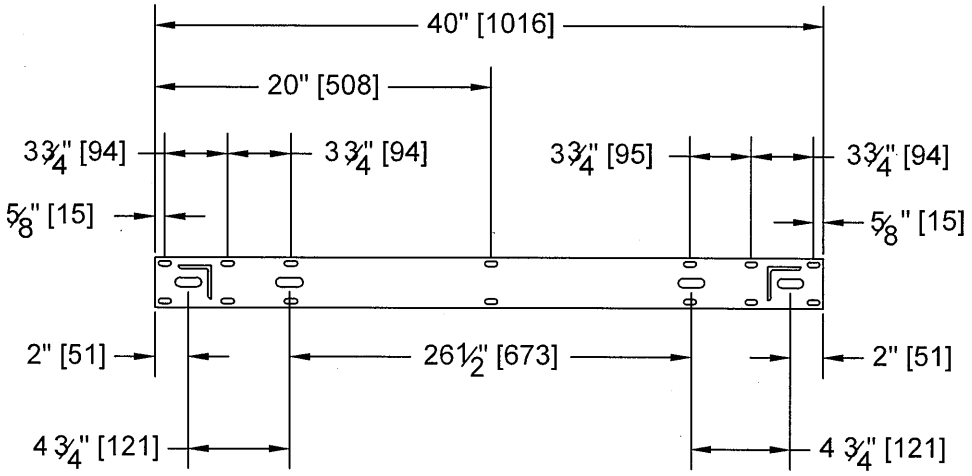
LOADING DIAGRAM - INFORMATION



LOAD	DESCRIPTION	Lbf/KN
RBS	REACTION DUE TO BUFFER OR SAFETY ENGAGEMENT	6670 [29.89 KN]
RN	REACTION DUE TO NORMAL OPERATION	3670 [16.45 KN]
RC	LOAD IMPOSED DURING NORMAL OR EMERGENCY OPERATION MAXIMUM PULL-OUT FORCE ON RAIL SUPPORT	845 [3.79 KN]
R1	RAIL REACTION 1	423 [1.90 KN]
R2	RAIL REACTION 2	105 [0.47 KN]



RAIL BRACKET DETAIL



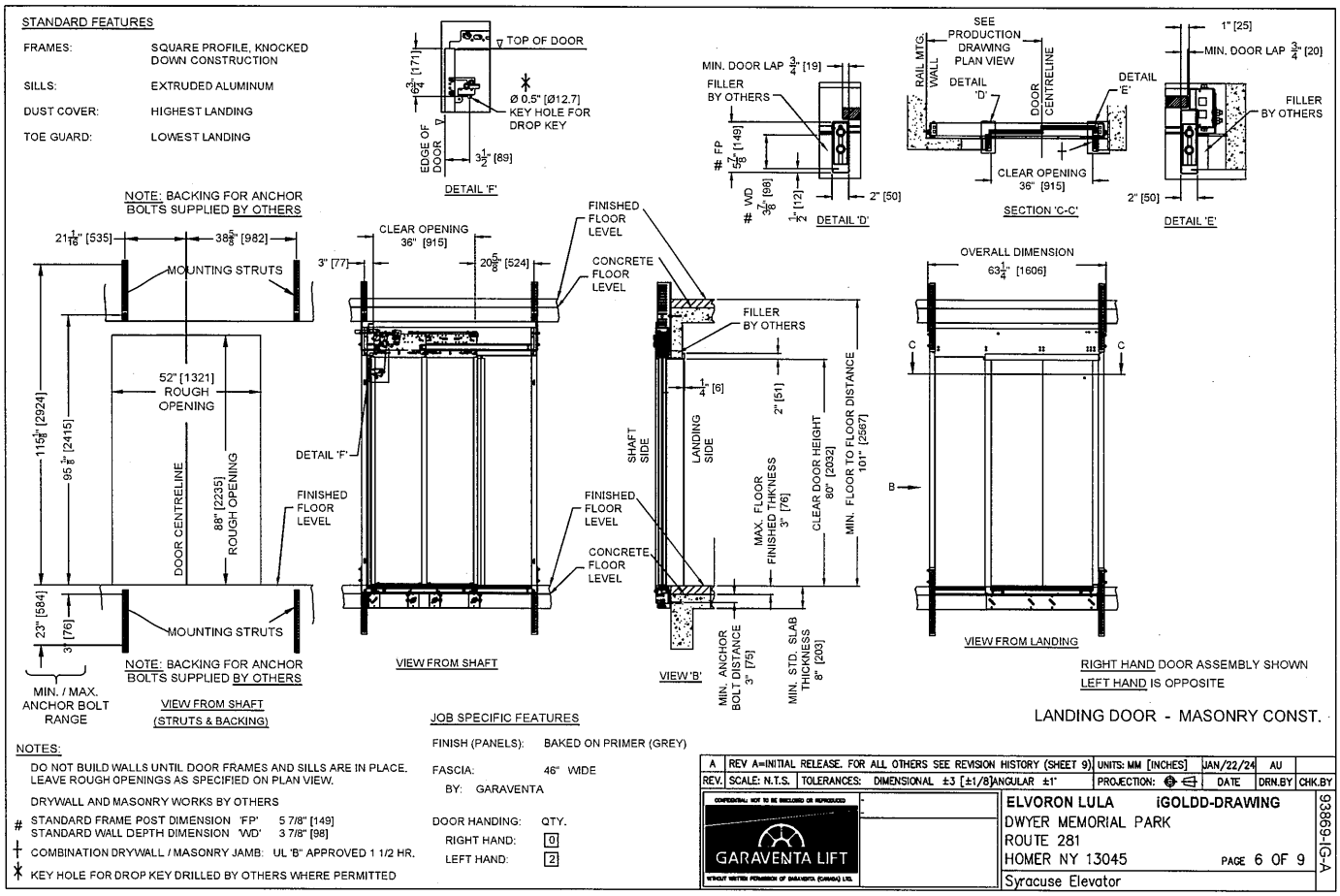
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Syracuse Elevator

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Attachment: Syracuse Elevator Company - LULA Elevator (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke,



Attachment: Syracuse Elevator Company - LULA Elevator (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke,

ENGINEERING CALCULATIONS

MODEL: LULA
CALCULATION VERSION: 2.0

CALCULATION RESULT: PASS

HIGH DUTY SLINGS and REINFORCED PLATFORM

JOB SPECIFIC DATA

	[Imperial] or [Metric]:
Pit Depth [in or mm]:	24.000
Under Travel [in or mm]:	3
Total Travel [in or mm]:	144.000
Over Travel [in or mm]:	3
Finished Floor Thickness [in or mm]:	0.000

	[Imperial] or [Metric]:
Req. Rope Length (single rope) [ft or m]:	25.056
Speed [ft/min or m/sec]:	30.00
Rail Required [ft or m]:	43.844
Rail Weight [lbs/ft or kg/m]:	8

STRUCTURAL CONFIGURATION CONSTANTS

Plank [in or mm]:	8.250
Stile [in or mm]:	95.000
Sheave Center [in or mm]:	6.875
Upstand Prop [in or mm]:	20.375
Clearence Delta [in or mm]:	1.50

DBRv (vert. dist. between rollers) [in or mm]:	90.00
PLW (platform width) [in or mm]:	42.00
OFS (offset to rail) [in or mm]:	8.25
PLL (platform length) [in or mm]:	54.00
COFS (center offset) [in or mm]:	0
OTMREF (overturning moment ref) [in or mm]:	13.50
Max. Rail Bracket Spacing [in or mm]:	48

JACK / UPSTAND DATA

Jack Type:	SINGLE
Jack Stroke [in or mm]:	75.000
Collapsed Length [in or mm]:	89.500
Upstand Post Required [in or mm]:	66.187
Upstand Tube Length [in or mm]:	66.187
Total Upstand Post Req. [in or mm]:	86.562

STRUCTURAL REACTION CALCULATIONS

RC (wall reaction) [Lbf or KN]:	845
RN (normal pit reaction) [Lbf or KN]:	3670
RBS (safety eng. pit reaction) [Lbf or KN]:	6670

PLUNGER CALCULATIONS

Plunger Inside Diameter [in or mm]:	0.000
Plunger Outside Diameter [in or mm]:	2.750
Moment of Inertia [in^4 or cm^4]:	2.807
Net Area Plunger [in^2 or cm^2]:	5.940
Radius of Gyration [in or mm]:	0.688
(L/R) (Slenderness Ratio):	109.091
Maximum Plunger Load [lbs or kg]:	46496
Area Plunger [in^2 or cm^2]:	5.940

CYLINDER CALCULATIONS

Cylinder Outside Diameter [in or mm]:	3.50
Cylinder Wall Thickness [in or mm]:	0.250
Required Factor of Safety:	3.1131
Calculated Factor of Safety:	11.3044
Yield Strength [psi or Kpa]:	75000
Allowable Stress [psi or Kpa]:	24091.627
Calculated Stress [psi or Kpa]:	6634.570

GROSS LOAD / WORKING PRESSURE CALCULATIONS

Car Weight [lbs or kg]:	1200
Maximum Capacity [lbs or kg]:	1400
Sling Weight [lbs or kg]:	400
Plunger Weight [lbs or kg]:	126
Yoke Weight [lbs or kg]:	90
Rope Weight [lbs or kg]:	12
Cylinder Weight [lbs or kg]:	64
Oil Weight [lbs or kg]:	27
Total Rail Weight [lbs or kg]:	351

Static Pressure [psi or Kpa]:	1053
Working Pressure [psi or Kpa]:	1106
Empty Car Pressure [psi or Kpa]:	582
Required Pump Flow [gpm or l/m]:	4.63
Horsepower [HP]:	3.51
Pit Floor Reaction (RN) [Lbf or KN]:	3670
R1 Rail Reaction [Lbf or KN]:	423
R2 Rail Reaction [Lbf or KN]:	105
Gross Plunger Load [lbs or kg]:	6165

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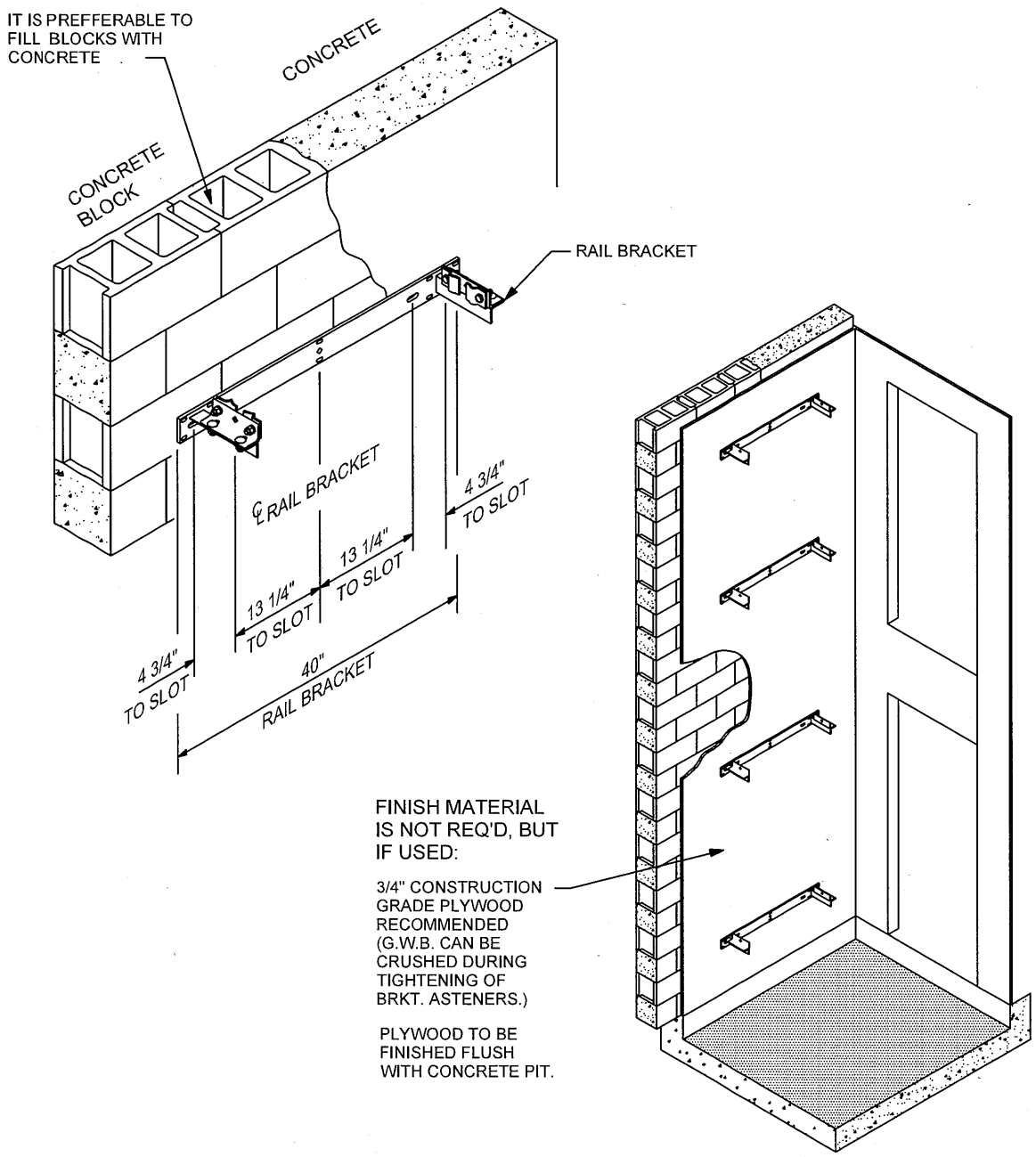
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Syracuse Elevator

93869-IG-A

Attachment: Syracuse Elevator Company - LULA Elevator (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke,

BACKING DETAILS



STRUCTURAL ENGINEER TO ASSURE THAT BUILDING AND HOISTWAY STRUCTURES ARE CAPABLE OF SUPPORTING LOADS IMPOSED BY THE ELEVATOR EQUIPMENT. (REFER TO THESE LAYOUT DRAWINGS FOR LOADS IMPOSED)

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Syracuse Elevator

93869-IG-A

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REVISION HISTORY

REV A By: AUTOGOLDD DATE: JAN/22/24
INITIAL RELEASE

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PAGE 9 OF 9

Syracuse Elevator

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Attachment: Syracuse Elevator Company - LULA Elevator (12088 : Dwyer Park Elevator Discussion with Input from Eric Behnke,



Attachment: New light 1 (12064 : Upgraded Lighting at Cortland County Courthouse)



Attachment: Old light 1 (1) (12064 : Upgraded Lighting at Cortland County Courthouse)


EXIT
WE RECYCLE



Attachment: Old light (12064 : Upgraded Lighting at Cortland County Courthouse)

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

February 7, 2024

Ms. Savannah Hempstead
Clerk, County Legislature
Cortland County
60 Central Avenue
Cortland NY 13045

Re: Service and Repair of Cortland County Elevators, Lifts and Traction Lifts

Dear Ms. Hempstead:

Thank you for allowing KONE the chance to provide a bid on your referenced opportunity. I have offered Full Maintenance pricing for your elevators and Examination and Lubrication pricing for your accessibility lifts.

Full Maintenance will provide Cortland County with:

- Quarterly preventive maintenance examinations
- Service call coverage during regular business hours
- Parts repair and replacement
- Necessary repairs
- Annual safety tests on hydraulic and traction units
- Five-year full-load safety test on traction unit
- Discounted billing rates for services that may be required outside the scope of the agreement

Examination and Lubrication will provide Cortland County with:

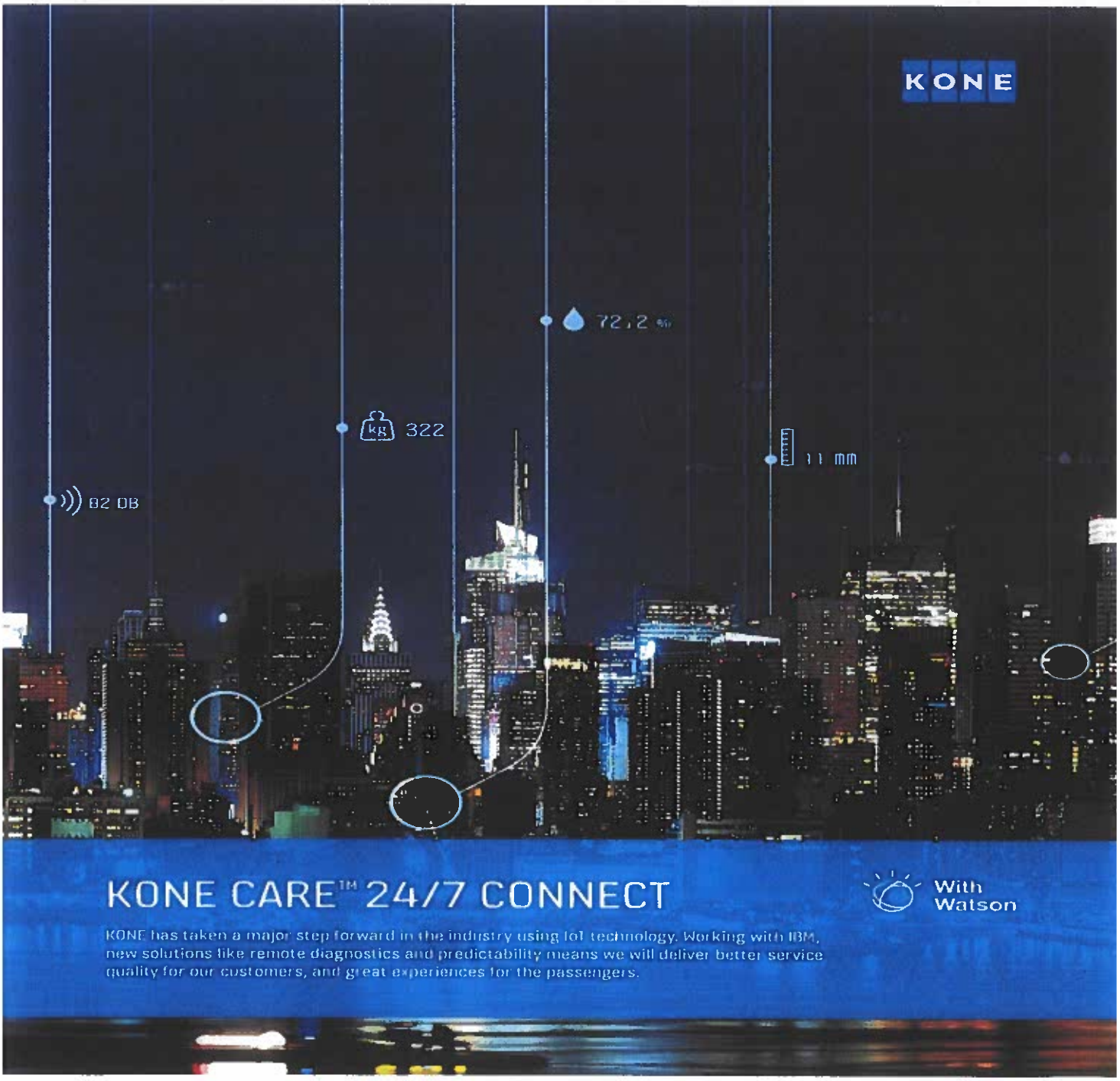
- Quarterly preventive maintenance examinations
- Discounted billing rates for services that may be required outside the scope of the agreement

Please let me know if you would like to meet for further discussion on this offer. I am hopeful that KONE can continue to serve the elevator/lift maintenance requirements of Cortland County.

Sincerely,

Sandi Shaughnessy
Senior Sales Executive

Attachment



KONE Care™ Maintenance Agreement

Prepared for: Cortland County Elevators, Lifts and Traction Lifts

Date: February 7, 2024

Issued by: Sandi Shaughnessy

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Dedicated to People Flow™

KONE

February 7, 2024
Cortland County
60 Central Avenue
Cortland, New York, 13045

KONE
Syracuse
836 North State Street
Syracuse, New York
Phone: 315-558-4841
Fax: 315-427-0742
sandi.shaughnessy@kone.com

Attn: Savannah Hempstead

Re: KONE Care™ Maintenance Agreement
Cortland County

Dear Samantha Hempstead,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located at Cortland County-.

KONE Care™ provides a detailed program that covers various components of your vertical transportation operation and is tailored to your specific facility, equipment, and needs. KONE's maintenance methods are utilized to maintain the safety, performance, and reliability of your equipment. Our trained service technicians follow proven performance procedures to help deliver a customized maintenance program, designed specifically to the profile for each piece of equipment.

As part of our advanced solutions, we also invite you to inquire about our KONE 24/7 Connected Services program, an innovative approach to connect your elevators and escalators for predictive monitoring services with IBM Watson. Please let me know if you would like to learn more about this service.

Upon your approval, please sign and return two (2) copies of the KONE Care Maintenance Agreement to our local branch office. One fully executed copy of the maintenance agreement will be returned to you for your files.

Once again, thank you for the opportunity to serve your vertical transportation needs. Please feel free to contact me with any questions at 315-558-4841.

Respectfully,

Sandi Shaughnessy
Sr. Sales Executive
KONE

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Dedicated to People Flow™

KONE

Purchaser ("Purchaser"):	Service Location ("Premises"):	KONE Inc. ("KONE")
Cortland County 60 Central Avenue, Suite 316 Cortland, New York 13045	Cortland County- Various Bldgs 60 Central Avenue Cortland, New York 13045	Syracuse 836 North State Street Syracuse, New York 13208

TENDER DATE: 02/01/2024

EFFECTIVE DATE: 03/01/2024

SCOPE OF SERVICES

1. EQUIPMENT DESCRIPTION ("Equipment")

Location	Unit	Type	Contract
Cortland Co Ofc Bldg	Elevator	Hydraulic	Full Maintenance
Cortland Co Ofc Bldg	Accessibility Lift	Wheelchair Lift	Examination & Lubrication
Cortland Co Courthouse	Elevator	Traction	Full Maintenance
Cortland Co Courthouse	Accessibility Lift	Wheelchair Lift	Examination & Lubrication
Cortland Co PSB	Elevator	Hydraulic	Full Maintenance
Cortland Co Jail	Elevator	Hydraulic	Full Maintenance
Cortland Co Highway	LULA – Accessibility Lift	Hydraulic	Examination & Lubrication
Dwyer Memorial Park	LULA – Accessibility Lift	Hydraulic	Examination & Lubrication
Cortland Co District Atty	Accessibility Lift	Wheelchair Lift	Examination & Lubrication
Cortland Co Mental Health	Elevator	Hydraulic	Full Maintenance

2. SERVICES

Full Maintenance

KONE will perform 4 maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. Geared Traction Elevators

1. Relay Logic Control System
   All control system components.
2. Microprocessor Control System
   All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Geared Machine Components
   All geared machine components.
4. Hoistway and Pit Equipment
   All elevator control equipment and buffers.
5. Rails and Guides
   Guide rails, guide shoe gibs, and rollers
6. Ropes
   Hoist ropes, hoist belts (if applicable), governor ropes, and compensation ropes.
7. Wiring
   All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
8. Door Equipment
   Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

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Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

9. Manual Freight Door Equipment
   Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
10. Power Freight Door Equipment
    Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
11. Signals and Accessories
    Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. Car Equipment
    All elevator control system components on the car.

B. Hydraulic Elevators

1. Relay Logic Control System
   All control system components.
2. Microprocessor Control System
   All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Power Unit
   Pump, motor, valves, and all related parts and accessories.
4. Hoistway and Pit Equipment
   All elevator control equipment and buffers.
5. Rails and Guides
   Guide rails, guide shoe gibs, and rollers
6. Wiring
   All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. Door Equipment
   Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. Manual Freight Door Equipment
   Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
9. Power Freight Door Equipment
   Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. Hydraulic System Accessories
    Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
11. Signals and Accessories
    Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. Car Equipment
    All elevator control system components on the car.

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Examination and Lubrication

KONE will provide the labor to perform 4 maintenance visits to examine and/or lubricate the following equipment areas per twelve month period.

- Control system
- Power unit and/or machines
- Hydraulic system accessories
- Hoistway and pit equipment
- Door equipment
- Signals and accessories
- Rails and guides

KONE will provide all lubricants, greases, and wiping cloths.

If KONE identifies items, which, in KONE's judgment, require replacement or repair, KONE will submit to Purchaser a separate proposal and contract for Purchaser's signature. KONE makes no guarantee that its examination will identify any items that require replacement or repair.

3. TESTING

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

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4. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

5. SERVICE REQUESTS (CALLBACKS)

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

Regular Time Coverage - (Full Maintenance)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

6. REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

7. EXCLUSIONS

The following are excluded from the scope of services:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

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B. OBSOLESCENCE

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. ELEVATOR

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

8. REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

9. SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

10. NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

11. THIRD PARTY SERVICES

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A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

12. NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

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TERMS AND CONDITIONS

1. TERM AND TERMINATION

   A. This Agreement will commence on the effective date and continue for an initial period of FIVE (5) years and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of ONE (1) year. Either party may terminate this Agreement at the end of the initial FIVE (5) year term or at the end of any subsequent ONE (1) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
   B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

2. CANCELLATION

   If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

3. ASSIGNMENT

   Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

4. PRICE ADJUSTMENTS

   If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

5. PAYMENT TERMS

   Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

6. SUSPENSION OF SERVICE

   If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

7. TAXES

   Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

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8. INSURANCE AND INDEMNIFICATION

KONE will provide an Owners and Contractors Protective Liability Policy, which lists Purchaser as Named Insured. This policy will remain in effect for the duration of this Agreement. Limit to be $1 ,000,000.

To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.

9. LIMITATION OF LIABILITY

A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

10. U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

11. FORCE MAJEURE

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond KONE's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

12. VENUE

The exclusive venue for any dispute between the parties shall be in the .

13. PROPERTY RIGHTS

A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

14. MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits

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KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

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PRICE

$1,575.00 per month payable by Purchaser annually in advance ($18,900.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	$1,575.00 per month	

CORTLAND COUNTY

(Signature of Authorized Representative)

(Print Name)

Title

Date

Respectfully submitted,

Sandi Shaughnessy

KONE Inc.

(Approved by) Authorized Representative

Title

Date

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KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from any code required safety tests.

1. County Courthouse
   - CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
   - CAT5 Traction Test 60 Mo - A five (5) full load test as required by applicable code.
2. County Office Bldg
   - CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
3. Public Safety Bldg
   - CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
4. County Jail
   - CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
5. Cortland County Mental Health
   - CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.

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CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

Where should the invoice be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

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Attachment "A"
Amendments to Service Agreement

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

1. Billing rates for services that may be required outside the scope of this agreement:

   Regular time: $285.00 per hour

   Overtime: $425.00 per hour

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KONE Care™ Maintenance Agreement

Prepared for: Cortland County Elevators, Lifts and Traction Lifts

Date: February 7, 2024

Issued by: Sandi Shaughnessy

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Dedicated to People Flow™

KONE

February 7, 2024
Cortland County
60 Central Avenue
Cortland, New York, 13045

KONE
Syracuse
836 North State Street
Syracuse, New York
Phone: 315-558-4841
Fax: 315-427-0742
sandi.shaughnessy@kone.com

Attn: Savannah Hempstead

Re: KONE Care™ Maintenance Agreement
Cortland County

Dear Samantha Hempstead,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located at Cortland County-.

KONE Care™ provides a detailed program that covers various components of your vertical transportation operation and is tailored to your specific facility, equipment, and needs. KONE's maintenance methods are utilized to maintain the safety, performance, and reliability of your equipment. Our trained service technicians follow proven performance procedures to help deliver a customized maintenance program, designed specifically to the profile for each piece of equipment.

As part of our advanced solutions, we also invite you to inquire about our KONE 24/7 Connected Services program, an innovative approach to connect your elevators and escalators for predictive monitoring services with IBM Watson. Please let me know if you would like to learn more about this service.

Upon your approval, please sign and return two (2) copies of the KONE Care Maintenance Agreement to our local branch office. One fully executed copy of the maintenance agreement will be returned to you for your files.

Once again, thank you for the opportunity to serve your vertical transportation needs. Please feel free to contact me with any questions at 315-558-4841.

Respectfully,

Sandi Shaughnessy
Sr. Sales Executive
KONE

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Dedicated to People Flow™

KONE

Purchaser ("Purchaser"):	Service Location ("Premises"):	KONE Inc. ("KONE")
Cortland County 60 Central Avenue, Suite 316 Cortland, New York 13045	Cortland County- Various Bldgs 60 Central Avenue Cortland, New York 13045	Syracuse 836 North State Street Syracuse, New York 13208

TENDER DATE: 02/01/2024

EFFECTIVE DATE: 03/01/2024

SCOPE OF SERVICES

1. EQUIPMENT DESCRIPTION ("Equipment")

Location	Unit	Type	Contract
Cortland Co Ofc Bldg	Elevator	Hydraulic	Full Maintenance
Cortland Co Ofc Bldg	Accessibility Lift	Wheelchair Lift	Examination & Lubrication
Cortland Co Courthouse	Elevator	Traction	Full Maintenance
Cortland Co Courthouse	Accessibility Lift	Wheelchair Lift	Examination & Lubrication
Cortland Co PSB	Elevator	Hydraulic	Full Maintenance
Cortland Co Jail	Elevator	Hydraulic	Full Maintenance
Cortland Co Highway	LULA – Accessibility Lift	Hydraulic	Examination & Lubrication
Dwyer Memorial Park	LULA – Accessibility Lift	Hydraulic	Examination & Lubrication
Cortland Co District Atty	Accessibility Lift	Wheelchair Lift	Examination & Lubrication
Cortland Co Mental Health	Elevator	Hydraulic	Full Maintenance

2. SERVICES

Full Maintenance

KONE will perform 4 maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. Geared Traction Elevators
   1. Relay Logic Control System
      All control system components.
   2. Microprocessor Control System
      All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
   3. Geared Machine Components
      All geared machine components.
   4. Hoistway and Pit Equipment
      All elevator control equipment and buffers.
   5. Rails and Guides
      Guide rails, guide shoe gibs, and rollers
   6. Ropes
      Hoist ropes, hoist belts (if applicable), governor ropes, and compensation ropes.
   7. Wiring
      All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
   8. Door Equipment
      Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

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9. Manual Freight Door Equipment
   Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
10. Power Freight Door Equipment
    Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
11. Signals and Accessories
    Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. Car Equipment
    All elevator control system components on the car.

B. Hydraulic Elevators

1. Relay Logic Control System
   All control system components.
2. Microprocessor Control System
   All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Power Unit
   Pump, motor, valves, and all related parts and accessories.
4. Hoistway and Pit Equipment
   All elevator control equipment and buffers.
5. Rails and Guides
   Guide rails, guide shoe gibs, and rollers
6. Wiring
   All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. Door Equipment
   Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. Manual Freight Door Equipment
   Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
9. Power Freight Door Equipment
   Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. Hydraulic System Accessories
    Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
11. Signals and Accessories
    Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. Car Equipment
    All elevator control system components on the car.

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Examination and Lubrication

KONE will provide the labor to perform 4 maintenance visits to examine and/or lubricate the following equipment areas per twelve month period.

- Control system
- Power unit and/or machines
- Hydraulic system accessories
- Hoistway and pit equipment
- Door equipment
- Signals and accessories
- Rails and guides

KONE will provide all lubricants, greases, and wiping cloths.

If KONE identifies items, which, in KONE's judgment, require replacement or repair, KONE will submit to Purchaser a separate proposal and contract for Purchaser's signature. KONE makes no guarantee that its examination will identify any items that require replacement or repair.

3. TESTING

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

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4. **HOURS OF SERVICE**

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

5. **SERVICE REQUESTS (CALLBACKS)**

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

Regular Time Coverage - (Full Maintenance)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

6. **REPORTING SERVICES**

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

7. **EXCLUSIONS**

The following are excluded from the scope of services:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

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B. OBSOLESCENCE

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. ELEVATOR

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

8. REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

9. SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

10. NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

11. THIRD PARTY SERVICES

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A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

12. NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

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TERMS AND CONDITIONS

1. **TERM AND TERMINATION**

   A. This Agreement will commence on the effective date and continue for an initial period of FIVE (5) years and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of ONE (1) year. Either party may terminate this Agreement at the end of the initial FIVE (5) year term or at the end of any subsequent ONE (1) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.

   B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

2. **CANCELLATION**

   If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

3. **ASSIGNMENT**

   Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

4. **PRICE ADJUSTMENTS**

   If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

5. **PAYMENT TERMS**

   Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

6. **SUSPENSION OF SERVICE**

   If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

7. **TAXES**

   Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

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8. **INSURANCE AND INDEMNIFICATION**

KONE will provide an Owners and Contractors Protective Liability Policy, which lists Purchaser as Named Insured. This policy will remain in effect for the duration of this Agreement. Limit to be $1 ,000,000.

To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.

9. **LIMITATION OF LIABILITY**

A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

10. **U.S. GOVERNMENT SALES**

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

11. **FORCE MAJEURE**

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond KONE's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

12. **VENUE**

The exclusive venue for any dispute between the parties shall be in the .

13. **PROPERTY RIGHTS**

A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

14. **MISCELLANEOUS**

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits

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KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

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PRICE

$1,575.00 per month payable by Purchaser annually in advance ($18,900.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	$1,575.00 per month	

CORTLAND COUNTY

_____
(Signature of Authorized Representative)

_____
(Print Name)

_____
Title

_____
Date

Respectfully submitted,

Sandi Shaughnessy

KONE Inc.

_____
(Approved by) Authorized Representative

_____
Title

_____
Date

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KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from any code required safety tests.

1. County Courthouse
   CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
   CAT5 Traction Test 60 Mo - A five (5) full load test as required by applicable code.
2. County Office Bldg
   CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
3. Public Safety Bldg
   CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
4. County Jail
   CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
5. Cortland County Mental Health
   CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.

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CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

Where should the invoice be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

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Attachment "A"
Amendments to Service Agreement

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

1. **Billing rates for services that may be required outside the scope of this agreement:**

   Regular time: $285.00 per hour

   Overtime: $425.00 per hour

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EXHIBIT A – ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS (APPENDIX A)

I hereby acknowledge that I have read, understand and agree to comply with the terms as outlined in Appendix A – Standard Clauses for New York State Contracts. Failure to comply may result in immediate termination of this agreement with potential legal recourse by the County.

Signed: Sandi Shaughnessy Date: 2/7/2024

Title: Sr. Sales Executive

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

EXHIBIT B – DRUG FREE WORKPLACE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the Bids will be followed if none of the tied vendors have a drug free workplace process. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify that employees, that, as a condition of working of the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law in the United States or any state or Cortland County, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements.

Print Name: Sandi Shaughnessy Date: 2/7/2024

Signature: Sandi Shaughnessy Title: Sr. Sales Executive

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

EXHIBIT C - NON COLLUSIVE BIDDING CERTIFICATE REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

Section 139D, Statement of Non-Collusion in bids to the State:

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as its own organization, under penalty of perjury, that to the best of his/her knowledge, and belief:

1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any other competitor;
2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting completion.

A Bid shall not be considered for award nor shall any award be made where 1, 2, 3 above have not been complied with; provided however, that if in any case, the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

(Affix addendum to this page if space is required for statement.)

Subscribed to me under penalty of perjury under the laws of the State of New York, this 7th day of February, 2024 as the act and deed of said corporation of partnership or sole proprietor.

If Bidders are a Partnership, complete the Following:

Names of Partners or Principals	Legal Residence

If Bidders are a corporation, complete the following:

Name	Legal Residence
President see attached	
Vice President	
Secretary	
Treasurer	

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

KONE Inc. Directors and Officers

First Name	Last Name	Title	Business Address
Kenneth E.	Schmid, Jr.	President, CEO & Chairman of the Board; Director	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Johannes	Frände	Exec VP	KONE Corp: Keilasatama 3, FIN-02150 Espoo, Finland
Anthony	Beckley	SVP Finance	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Jeffrey S.	Blum	SVP US West and Canada	1540 Scenic Ave, Costa Mesa, CA 92626
Aaron	Ites	SVP US East and Mexico	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Steve	Gonzalez	SVP New Bldg Solutions	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Vinay	Kapur	SVP Service	1488 Cliveden Ave, Delta, BC V3m 6L9 Canada
Nicole	Manzo	SVP People and communications	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Divya R.	Mehta	SVP Legal; Secretary	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Dennis	Viehweg	SVP Modernization	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Corey	Ward	SVP Safety, Quality and Environment	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Bryce	Warren	SVP Supply Chain	450 Century Parkway, Allen, TX 75013
Donny	Keller	VP Service Operations	One KONE Court, Moline, IL 61265
Rangarajan	Krishnamurthy	Treasurer	3333 Warrenville Road, Suite 700, Lisle, IL 60532
John	Dahlquist, Jr.	Assistant Secretary	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Mary	Damitio	Assistant Secretary	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Cheryl	Gabriel	Assistant Secretary	One KONE Court, Moline, IL 61265
Diana	Himes	Assistant Secretary	One KONE Court, Moline, IL 61265
Sandeep	Kumar	Assistant Secretary	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Lorraine	Pelzer	Assistant Secretary	One KONE Court, Moline, IL 61265
Kim	Thompson	Assistant Secretary	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Meggan	Zobrist	Assistant Secretary	One KONE Court, Moline, IL 61265
Beth	Forret	Assistant Treasurer	One KONE Court, Moline, IL 61265
Jennifer	Olson	Assistant Treasurer	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Patti	Portner	Assistant Treasurer	One KONE Court, Moline, IL 61265

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Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Identifying Data:

Potential Contractor: KONE Inc. - Sandi Shaughnessy
Address: 836 N State St Syracuse NY 13208
Telephone #: 315-558-4841 Title: Sr. Sales Executive
E-Mail Address: sandi.shaughnessy@kone.com

If applicable, Responsible Corporate Officer
Name: Sandi Shaughnessy Title: Sr. Sales Executive
Signature: Sandi Shaughnessy

Joint or combined bids by companies or firms must be certified by each participant.

Legal name of person or firm	Legal name of person or firm
Name	Name
Title	Title
Address	Address

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

KONE Inc.

DELEGATION OF AUTHORITY

I, Divya R. Mehta, Senior Vice President, hereby delegate the authority granted to me by the By-laws of KONE Inc. to District Vice Presidents, General Managers, District Construction Managers, District Sales Managers, project managers, sales managers, sales directors and other sales personnel to sign and submit quotations, change orders, contracts or contract renewals, bids and waivers on behalf of KONE Inc.

Date: January 17, 2024

Divya R. Mehta
Senior Vice President

Rev 1/2024

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

EXHIBIT D - CONFLICT OF INTEREST DISCLOSURE

Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)'other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the contract. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from bidding and/or contracting.

Date: 2/7/2024

Name: Sandi Shaughnessy

Position: Sr. Sales Executive

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

✓ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own):

1. _____
2. _____
3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: Sandi Shaughnessy

Company: KONE Inc.

Date: 2/7/24

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Classification: KONE Internal

Dedicated to People Flow™

KONE



Submitted to:
Cortland County

Submitted by:
KONE Inc

Contact: Sandi Shaughnessy
Phone: 315-558-4841
E-mail: sandi.shaughnessy@kone.com

This information is up-to-date and accurate to the best of our knowledge.

Date: February 7, 2024



CONFIDENTIALITY STATEMENT

The information contained herein is being disclosed to you in connection with a bid or prequalification. KONE Inc. requests that you keep this information in confidence not disclose such information to any third party and use such information only in connection with the bid or prequalification.

Classification: KONE Internal

Thank you for considering KONE Inc. as a partner for your project!



KONE, one of the global leaders in the elevator and escalator industry, was founded in 1910. The company's objective is to offer the best People Flow experience by developing and delivering solutions that enable people to move smoothly, safely, comfortably and quickly through buildings in an increasingly urbanizing environment.

Our solutions are known for their industry leading eco-efficiency, design and innovative technology. Additionally, we offer a portfolio of services to support our customers and partners – architects, consultants, builders, developers, building owners and facility managers – at every step of their building's lifecycle; from design and construction to maintenance and modernization of their buildings.

KONE delivers a performance edge with a strong focus on Safety and Quality. In addition, we are proud to have engaged employees who are focused on providing the best Customer Experience possible.

The detail you will find throughout this Qualification Package provides KONE information and responses to the most commonly asked questions we see from customers when selecting KONE – and these are the same types of questions we ask of our partners! I trust you will find this package informative and helpful in your vendor qualification process. Please feel free to contact your local sales representatives for any further detail needed.

Thank you for considering KONE to work on your project. We look forward to doing business with you in the future.

Kenneth E. Schmid Jr.
President, CEO and Chairman of the Board; Director
KONE Americas

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Classification: KONE Internal

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Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Classification: KONE Internal

Organization

KONE Inc.'s objective is to offer the best People Flow experience by developing and delivering solutions that enable people to move smoothly, safely, comfortably and without waiting in buildings in an increasingly urbanizing environment.

Legal Name: Principal Office:	KONE Inc. One KONE Court Moline, IL 61265
Type of Entity: State of Incorporation: Date of Incorporation: FEIN:	Corporation Delaware 12/31/1956 36-2357423
Website:	www.kone.us
Parent Company: Address:	KONE Holdings Inc. PO Box 5214 Bettendorf, IA 52722
History: Former names:	Founded in 1892* Moline Elevator Company (1892 –1913) Montgomery Elevator (1913 –1994) Montgomery KONE Inc. (1994 – 2000) KONE Inc. (2000 – present)
Nature of Business:	Design, manufacture, install, service, repair, maintain and modernize elevators, escalators and autowalks.
Licensing:	KONE Inc. is authorized to do business in all 50 states, U.S. Virgin Islands and Puerto Rico and holds current contractor licenses and business registrations where applicable.
NAICS Codes SIC Codes Subcontractor Scope of Work DUNS#: Unique Entity ID (SAMS) CAGE Code:	238290 & 333921 1796 & 3534 Division 14 00-526-2308 RR4DVMQCVAS5 1LZ56

* KONE Inc. is an indirect subsidary of KONE Corporation, a Finnish company founded in 1910.

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Organization

General Workforce Summary

The America's Workforce Summary as of January 1, 2023*:

US 5,344
Mexico.....1,091
Canada 1,059

US Workforce Summary by:

Job Category	Employee Count
Exec/Sr Officials & Managers	20
First/Mid-Level Officials and Managers	671
Professionals	308
Technicians	11
Sales Workers	246
Admin Support Workers	345
Craft Workers	3,614
Operatives	129
Grand Total	5,344

* Workforce demographic data for specific locations is available upon request.

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

KONE Inc. Directors and Officers

First Name	Last Name	Title	Business Address
Kenneth E.	Schmid, Jr.	President, CEO & Chairman of the Board; Director	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Johannes	Frände	Exec VP	KONE Corp: Keilasatama 3, FIN-02150 Espoo, Finland
Anthony	Beckley	SVP Finance	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Jeffrey S.	Blum	SVP US West and Canada	1540 Scenic Ave, Costa Mesa, CA 92626
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Vinay	Kapur	SVP Service	1488 Cliveden Ave, Delta, BC V3m 6L9 Canada
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Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Insurance and Bonding

KONE

Bonding Company: **Fidelity and Deposit Company of Maryland (Zurich)**
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196
Underwriter: Lindy Serio

State Incorporated: IL
Bonding Capacity: $700,000,000+
Best Key Rating: A+ / XV
Relationship Duration: 07/01/2002

Bonding Company: **Travelers Casualty and Surety Company of America**
One Tower Square, Hartford, CT 06183
Underwriter: Jason Cummings

State Incorporated: CT
Bonding Capacity: $500,000,000
Best Rating: A++ / XV
Relationship Duration: 05/01/2009

Bonding Company: **Federal Insurance Company (Chubb Insurance Group)**
202B Hall's Mills Rd, Whitehouse Station, NJ 08889
Underwriter: Yordanka (Dani) Jones

State Incorporated: IN
Bond Capacity: $450,000,000
Best Rating: A++ / XV
Relationship Duration: 06/01/2009

Agent/Broker for All: **Aon Surety**
Jean Torres
Surety Analyst/Aon Construction Services Group
Phone: 312-381-5214

Jeff Leadley
Director/Aon Construction Services Group
Phone: 312-381-2158

200 East Randolph Street, 12th Floor, Chicago, IL 60601
Email: kone.bonds@aon.com
Relationship Duration: 07/17/2007

KONE Inc.'s Surety program has been able to furnish all Performance and Payment Bonds required to date. Additional Surety capacity is available should the need arise. There have been no claims paid to date by our Surety program. Current bond rate is $2.75 per thousand dollars of total contract amount for contracts 2 years or less.

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Insurance and Bonding

Sample Certificate of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago, IL 60601	CONTACT NAME: Aon Client Services PHONE (A/C, No, Ext): 866-283-7122 FAX (A/C, No): 800-363-0105 E-MAIL ADDRESS: Acs.chicago@aon.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Old Republic Insurance Company	24147
INSURED KONE Inc. Attn: insurancerequests@kone.com One KONE Court Moline IL 61265	INSURER B: Pohjola Insurance Ltd	N/A
	INSURER C: AXIS Surplus Insurance Company	26620
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 72570174 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ✓ PRO-JECT LOC OTHER:			MWZY 57732	1/1/2023	1/1/2024	EACH OCCURRENCE $ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 10,000,000 MED EXP (Any one person) $ PERSONAL & ADV INJURY $ 10,000,000 GENERAL AGGREGATE $ 10,000,000 PRODUCTS - COMP/OP AGG $ 10,000,000 $
A	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB 20013	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) $ 5,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
B	✓ UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB CLAIMS-MADE DED RETENTION $			16-683-331-6	1/1/2023	12/31/2023	EACH OCCURRENCE $ 5,000,000 AGGREGATE $ 5,000,000 $
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC 115397 15 (AOS) MWXS 822 15 (OH)	1/1/2023 1/1/2023	1/1/2024 1/1/2024	✓ PER STATUTE OTH-ER E.L. EACH ACCIDENT $ 5,000,000 E.L. DISEASE - EA EMPLOYEE $ 5,000,000 E.L. DISEASE - POLICY LIMIT $ 5,000,000
C	Excess Auto & Employer's Liability Excess Liab. and/or Other Policies			P-001-001065181-01	1/1/2023	1/1/2024	$5M Ea. Occurrence / $5M Aggregate See Remarks and/or Other Policy Schedule

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract No. Sample - Amanda - Project/Location: 12345 - Riverfront - 2nd Street Moline IL
As respects Excess Liability, if evidenced above, Aon Risk Solutions U.S is generating & distributing this COI in an administrative capacity.

CERTIFICATE HOLDER	CANCELLATION
SAMPLE COI One KONE Court Moline IL 61265	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aon Risk Services Central, Inc.

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

72570174 | 000-0.0. | 23/24 GL AU XS WC | Amanda Johnson | 1/18/2023 5:15:21 PM (CST) | Page 1 of 1
This certificate cancels and supersedes ALL previously issued certificates.

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Safety

At KONE, safety is a high priority area. We strongly believe that each employee has the right to return home injury-free after each workday; therefore we have zero tolerance towards unsafe behavior and attitudes and our ultimate goal is to have zero incidents. To minimize incidents, we ensure that all our employees have the right set of competencies they need in order to perform their work in a safe manner. We have the same level of requirements for the safety of our subcontractors' employees as our own employees.

KONE continually strives to improve the safety of its equipment and work methods to realize the zero incident expectation. To improve KONE's safety culture, incidents and near-misses are continuously monitored and investigated. The lessons learned are discussed with the entire organization on a regular basis.

KONE trains employees on safety

The minimum requirement for all KONE employees is to have a general level of training in health and safety, which must be regularly refreshed. Additional training relating to respective work roles and tasks must be completed in order to develop and maintain the needed competencies.

KONE's steps to achieving world-class EHS performance

KONE Inc. is committed to becoming a world-class leader of Environment, Health, and Safety (EHS) excellence in everything we do and everywhere we conduct business. The actions below demonstrate KONE Inc.'s steps towards achieving world-class EHS performance:

- Employs full time safety-trained and health personnel.
- In place procedures for investigating, reporting, and follow-up of accidents and occupational injuries. Action items are documented to completion.
- Written Safety and Health program addressing management's commitment and expectations, employee participation, accountability, and responsibility, as well as work best practices and procedures.
- Serious injury and Fatality (SIF) prevention program for field operations to address high risk safety areas.
- Personnel trained in first aid and CPR, where applicable.
- Maintain inspection and maintenance certification for operating equipment.
- Safety field inspections are conducted on a quarterly basis, while safety and health audits of company policies and procedures are conducted annually.
- Trained employees in appropriate job skills. Understanding is verified through: written and oral exams, performance testing, and job monitoring.
- Conduct safety and health orientation for new hires and personnel promotions.

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Safety

EHS Team

Corey Ward
Senior Vice President, EHS
Phone: 630-955-4220
E-mail: Corey.Ward@kone.com

Valdez Hails
EHS Director - New England, NY and Mid Atlantic
Phone: 240-743-8175
E-mail: Valdez.Hails@kone.com

Christopher Johnson
EHS Director – South Central and Great Plains
Phone: 469-549-0581
E-mail: Christopher.Johnson@kone.com

Robert Whitaker
EHS Director - Central and Southeast
Phone: 678-290-4100
E-mail: Robert.Whitaker@kone.com

Vern Kellow
EHS Director – Mountain West
Phone: 778-919-1697
Email: Vern.kellow@kone.com

Angel Romero
EHS Manager – Pacific
Phone: 949-308-8150
Email: Angel.Romero@kone.com

Matthew Walsh
EHS Manager – North Central
Phone: 331-202-8848
E-mail: Matthew.Walsh@kone.com

Lena Velluso
EHS Process Development Director - ENA
Phone: 425-260-1359
E-mail: Lena.Velluso@kone.com

Corporate Safety Statistics

Interstate (National) EMR	2022	2021	2020	2019	2018
# Total OSHA Recordable Cases	67	85	87	100	83
# Restricted Work Activity Cases	42	51	63	62	54
# Restricted Workdays	3,077	3,076	4,216	3,790	2,437
# Lost Workday Cases	6	13	9	9	7
# Lost Workdays	244	371	340	409	337
# Fatalities	0	0	0	0	1
Employees Hours Worked	11,211,553	11,325,646	11,414,417	11,960,641	11,608,492
# Employees	5,606	5,662	5,707	5,750	5,804
Total Recordable Rate	1.20	1.50	1.52	1.67	1.43
Lost Workday Incident Rate (Lost Time Only)	0.11	0.22	0.16	0.15	0.12
DART Rate (Lost Time and Restricted Time)	0.86	1.13	1.26	1.18	1.05

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Classification: KONE Internal

Safety

KONE

Experience Modification Rate (EMR) Verification

OLD REPUBLIC RISK MANAGEMENT
445 South Moorland Road, Suite 300, Brookfield, Wisconsin 53005 | T: 262.797.3400

January 3, 2023

Kristin Kahn
AON Risk Services Central, Inc.
200 East Randolph Street
Chicago, IL 60601

Re: KONE, Inc.
Effective 1/1/23 – 1/1/24

Dear Kristin:

According to your request, below are the NCCI Experience Modification Factors for the last five years, valuation date of 11/15/2022.

0.75 eff 1/1/2023
0.70 eff 1/1/2022
0.75 eff 1/1/2021
0.80 eff 1/1/2020
0.85 eff 1/1/2019

These modification factors are true and correct as per the National Council on Compensation Insurance, Inc. (NCCI).

Sincerely,

OLD REPUBLIC RISK MANAGEMENT, INC.

Maria Egle

Maria Egle
Account Manager

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Safety

KONE

Workers' Compensation Rates

Class Code 5160
Rates Effective 1/1/23

Rate per $100 payroll

State	2023 Rate
AK	
AL	1.97
AR	1.10
AZ	1.34
CA	2.26
CO	1.61
CT	3.92
DC	3.19
DE	3.75
FL	1.96
GA	2.04
HI	2.31
IA	3.99
ID	2.48
IL	4.13
IN	1.26
KS	1.24
KY	1.57
LA	3.28
MA	2.48
MD	1.79
ME	2.04
MI	0.98
MN	2.40
MO	2.18
MS	1.54

State	2023 Rate
MT	2.21
NC	1.71
ND	upon request
NE	2.04
NH	2.45
NJ	3.87
NM	2.01
NV	1.71
NY	6.36
OH	1.60
OK	1.86
OR	1.29
PA	2.89
RI	2.79
SC	2.17
SD	2.02
TN	1.16
TX	1.82
UT	1.55
VA	2.17
VT	2.89
WA	1.571
WI	2.77
WV	1.22
WY	3.02

*For DE and PA, class code 675 is equivalent to 5160

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Quality

KONE Quality Objectives are to improve customer loyalty, reduce call outs and minimize the cost of poor quality. To achieve our objectives, our established Quality Strategy is to provide superior service experience by strengthening involvement of people and continuously improve the quality of our solutions and processes. A copy of the KONE Quality Manual describing the KONE Management System focused on Quality and Environment is available upon request.

KONE uses the ISO 9001:2008 and ISO 14001:2004 for selected units to provide benchmarks against which entire global operations can be measured. KONE Americas Supply Line is certified under the global Certification Process. Certificates are available upon request.

KONE ISO 9001 and 14001 Certificate Number(s):

FQA 0964592/A
Expires June 30, 2024
Issued by Lloyd's Register Quality Assurance France

Supplier Quality Management

KONE has created one KONE Sourcing organization to continuously improve customer value with the aim of reducing total cost of ownership. Supplier Quality Management, as a part of the KONE Sourcing organization, is responsible to set up and implement a harmonized supplier qualification process across the organization and assure an effective supplier development system.

Cross functional teams take into account the sensitivity of the goods/services purchased. We maintain a list of supplier profiles to achieve quality targets and competitiveness when changing products and/or suppliers.

A "Quality Annex" is a part of the supply agreement. The Quality Annex contains all the Quality targets and the Quality control plan agreed with supplier, in line with KONE targets and processes.

Supplier Quality Management monitors the performance of suppliers using KONE Process (Preventative and Corrective Action System, Feedback Process and KPI measurements). Regular performance reporting between KONE and key suppliers are conducted in order to motivate both parties to improve continuously toward the agreed quality targets.

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Classification: KONE Internal

Financials

KONE Inc. is an indirect subsidiary of KONE Corporation located in Espoo, Finland. KONE operates on a calendar year end (December 31). The KONE Annual Report and audited financial statements are prepared globally on a consolidated basis only, and reflect KONE worldwide operations. A condensed income statement and balance sheet are attached for your reference. Please visit the KONE Investor page for a complete copy of the current and past interim and annual reports.
http://www.kone.com/en/investors/

The audited financials and annual reports are prepared by:
Ernst & Young Oy
Finland

KONE Inc. has never filed for Bankruptcy or Reorganization. A copy of the *Letter of Support* from KONE Corporation is included.

Key Figures

Currency = MEUR (Million Euros)	2022	2021	2020	2019	2018
Sales	10,907	10,514	9,939	9,982	9,071
Orders received	9,131	8,853	8,185	8,400	7,797
Order book	9,026	8,564	7,729	8,052	7,951
Total Assets	9,090	9,720	8,792	8,613	7,734
Total Liabilities	6,224	6,521	5,595	5,421	4,653
Equity / Net Worth (Total Assets - Total Liabilities)	2,866	3,199	3,197	3,193	3,081
Leverage (Total Liab / Equity)	2.17	2.03	1.75	1.70	1.51
Current Assets	6,309	6,922	6,126	5,802	5,316
Current Liabilities	5,404	5,652	4,918	4,533	4,025
Working Capital (Current Assets - Current Liabilities)	905	1,270	1,208	1,269	1,291
Current Ratio (Current Assets / Current Liabilities)	1.17	1.22	1.25	1.28	1.32

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service



KONE Consolidated Balance Sheet

Assets MEUR (Million Euros)	Dec 31, 2022	Dec 31, 2021
Non-current assets		
Goodwill	1,414.7	1,405.2
Other intangible assets	208.2	216.9
Property, plant and equipment	716.8	736.7
Shares	121.7	144.6
Non-current loans receivable	2.5	2.6
Employee Benefits	10.0	22.9
Deferred tax assets	307.5	269.1
Total non-current assets	**2,781.3**	**2,798.0**
Current assets		
Inventories	843.6	717.8
Accounts receivable	2,668.1	2,421.4
Deferred assets	709.3	780.8
Income tax receivables	117.6	117.3
Current deposits and loans receivable	1,474.9	2,394.7
Cash and cash equivalents	495.5	490.4
Total current assets	**6,309.1**	**6,922.4**
Total assets	**9,090.4**	**9,720.4**

Equity and liabilities MEUR (Million Euros)	Dec 31, 2022	Dec 31, 2021
Capital and reserves attributable to the shareholders of the parent company		
Share capital	66.2	66.2
Share premium account	100.3	100.3
Paid-up unrestricted equity reserve	393.1	374.0
Fair value and other reserves	21.9	40.2
Translation differences	150.1	166.1
Remeasurements of employee benefits	-79.3	-121.6
Retained earnings	2,184.2	2,549.0
Total shareholders' equity	**2,836.6**	**3,174.2**
Non-controlling interests	29.9	25.0
Total equity	**2,866.5**	**3,199.2**
Non-current liabilities		
Loans	417.9	435.4
Employee benefits	140.0	194.3
Deferred tax liabilities	84.8	86.9
Total non-current liabilities	**642.7**	**716.6**
Provisions	**177.4**	**152.3**
Current liabilities		
Current Portion of Long-term loans	106.1	108.3
Short-term loans and other liabilities	9.9	8.5
Advance payments received	1,973.8	1,957.0
Accounts payable	1,132.8	1,310.2
Accruals	2,052.2	2,137.4
Income tax payables	129.0	130.9
Total current liabilities	**5,403.8**	**5,652.3**
Total equity and liabilities	**9,090.4**	**9,720.4**

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Classification: KONE Internal



KONE Consolidated Statement of Income

Currency = MEUR (Million Euros)	Jan 1 - Dec 31, 2022	%	Jan 1 - Dec 31, 2021	%
Sales	10,906.7		10,514.1	
Costs and expenses	-9,875.5		-8,974.8	
Depreciation and amortization			-244.0	
Operating income	**1,031.2**	**9.5**	**1,295.3**	**12.3**
Financing income	51.2		52.9	
Financing expenses	-53.9		-27.4	
Income before taxes	**1,028.4**	**9.4**	**1,320.8**	**12.6**
Taxes	-244.0		-298.1	
Net income	**784.5**	**7.2**	**1,022.7**	**9.7**
Net income attributable to:				
Shareholders of the parent company	774.5		1,014.2	
Non-controlling interests	10.0		8.5	
Total	**784.5**		**1,022.7**	
Earnings per share for profit attributable to the shareholders of the parent company, EUR				
Basic earnings per share, EUR	1.50		1.96	
Diluted earnings per share, EUR	1.49		1.96	

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Financials

Corporate Financial Letter of Support

17 February 2023

To whom it may concern

LETTER OF SUPPORT

KONE Inc, One KONE Court, Moline, IL 61625, USA, is a solely, indirectly 100 % owned subsidiary of KONE Corporation.

We confirm that it is our business policy to closely follow all units of our group companies to ensure they are able to fulfil their obligations. We further confirm that we intend to adhere to this policy also with respect to KONE Inc.

IN WITNESS THEREOF, we have caused this letter of confirmation to be executed by our duly authorized representatives on this 17th day of February 2023 and confirm that this letter shall be valid until 31 December 2023 after which it will automatically become void.

Yours faithfully

KONE CORPORATION

KONE Corporation

Johannes Frände
EVP, General Counsel

Suzanne Innes-Stubb
Head of Global Compliance

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

References and Experience

Our customers' success is our goal. We work for and with them to identify and deliver solutions that exceed expectations. We keep our promises. We drive new ideas to realization with speed and an obsession for customer-driven quality.

Bank References

Main Operating Account
Citibank N.A.
111 Wall Street
New York, NY 10043
Contact: Kewen Xie
Phone: 212-816-9936
Account: 30915201
ABA(Routing): 021000089

Trade References

Giese Companies Attn: Marvin Heiderscheit	7025 Chavenelle Road Dubuque, IA 52002 Tel: 563-588-8772 Email: Charlie@gieseco.com
DRAKA Elevator Products Attn: Wynne Ellis, Global Director of Operations	2151 North Church Street, PO B Rocky Mount, NC 27802-0400 Tel: 877-372-5237 Email: Wynne.Ellis@prysmiangroup.com
Innovation Industries, Inc. Attn: Accounts Receivable	3500 East Main Street, PO Box 29 Russellville, AR 72802 Tel: 800-843-1004 Email : Innovation-AR@innovationind.com

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Classification: KONE Internal

Citibank Reference Letter (Credit Facility)

8/17/2023

TO: Kone Inc
One Kone Court
Moline, IL 61265

RE: Bank Reference Letter

This letter confirms that Kone Inc. is a customer of Citibank, N.A. ("Citibank"). Kone Inc. currently has a credit facility of $2.5 million with Citibank. The facility currently has a zero utilization. Kone Inc has maintained Demand Deposit Accounts with Citibank since 2013. We confirm that this relationship has been maintained in a satisfactory manner.

If you need any additional information, please contact Kewen Xie, Relationship Manager at (212) 816-9936.

Sincerely,

Kewen Xie
Relationship Manager
Citi | Banking, Capital Markets, Advisory
Global Subsidiaries Group (GSG)
388 Greenwich Street
New York, NY 10013

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

References and Experience

Construction Volume (past 5 years)

2021 – 7.016 Billion Euros
2021 – 7.064 Billion Euros
2020 – 6.723 Billion Euros
2019 – 6.790 Billion Euros
2018 – 6.102 Billion Euros

KONE Inc. subcontracts <2% of all construction work. On occasion, KONE may need to retain the service of qualified hole drillers.

Certified LEED Buildings

KONE has successfully helped projects across the United States earn LEED credits in the Energy & Atmosphere and Innovation in Design categories through the installation of KONE's Machine Room-Less elevator solutions. We fully support the needs of our customers and their projects and will work to gather all necessary quantitative data needed for your projects.

Building Name	Location	Level of Certification
Siemens Medical Solutions Office Building	Cary	Gold
440 S. Church St.	Charlotte	Gold
300 N. LaSalle	Chicago	Gold
1201 Demonbreun	Nashville	Silver
SAP America Headquarters	Newton Square	Platinum
McKinney Green Building	McKinney	Platinum
Corgan Associates, Inc.	Dallas	Silver
728 Market	Chattanooga	Silver
Hilton Cleveland Downtown	Cleveland	Silver
Westchase Park Campus Phase 1	Houston	Gold
Ronald McDonald House	Austin	Platinum
10001 New Hampshire Avenue	Silver Spring	Gold
Cashell Elementary School	Rockville	Gold
Sidwell Friends Middle School	Washington D.C.	Platinum
Hotel Terra	Teton Village	Silver
National Hispanic Cultural Center of New	Albuquerque	Gold
Day Break Corporate Center	South Jordan	Platinum
200 Renaissance at Colony Park	Ridgeland	Gold
Chevron North Park – Louisiana Office	Covington	Gold
EPA Region 8 Headquarters	Denver	Gold
Bourne Mille Apts.	Tiverton	Silver

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Top 10 Completed Projects by Quantity of Units *

Project Name	Location	Quantity	Project End Date
WMATA	Washington DC	139	February 2020
Raiders Stadium	Las Vegas	77	October 2020
McCarran Airport, T-3	Las Vegas	73	February 2012
LaGuardia Redevelopment	New York	71	December 2022
Blocks 75 & 76 Redevelopment – City Creek	Salt Lake City	64	February 2012
Madison Square Garden Reno	New York City	55	October 2014
WMATA Silver Line Phase 1	Multiple	51	September 2013
MGM National Harbor	Maryland	49	December 2016
Westfield Century City	Los Angeles	45	November 2017
SEATAC	Seattle	44	November 2013

Top 10 Projects in Progress by Quantity of Units*

Project Name	Location	Quantity	Project End Date
WMATA	Washington DC	130	December 2028
JFK Terminal One New Terminal	New York	118	March 2026
Bellevue 600	Bellevue	66	December 2025
Logan Airport Terminal E Expansion	Boston	40	March 2023
HJAIA	Atlanta	38	June 2026
TSMC	Phoenix	36	December 2023
Wildflower Studios	New York	33	March 2023
Nashville Yards Parcel 3 Tower 3	Nashville	24	December 2024
Google Landings	San Francisco	24	November 2025
Signia by Hilton Atlanta	Atlanta	22	February 2024

* KONE is publicly listed on the NASDAQ OMX Helsinki exchange. Due to KONE Disclosure Guidelines, we are unable to release specific contract dollar amounts. Disclosure guidelines also prevent release of specific customer information without customer approval.

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Attachment: KONE Elevator - Maintenance Agreement Proposal (12087 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

Litigation, Arbitration, Mediation and Claims

Like other large American corporations, at any given time KONE has a variety of claims and lawsuits filed against it. KONE can state with confidence that there are no outstanding judgments against KONE, and that no known claims now existing, nor aggregate of known claims now pending, in any manner impinge on the financial strength of the company or in any manner limit the ability of KONE to perform any contract or project. KONE is seldom, if ever, subject to a judgment against it in a contractual dispute. KONE takes its contractual obligations very seriously and is committed to meeting all its obligations in a timely, professional and satisfactory manner. We take pride in being able to resolve disputes with or against our customers in a non-litigious manner to the satisfaction of both parties.

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-65708-1
Date: 3/5/2024 3:24 PM
Expires On: 5/4/2024

Client:
CORTLAND COUNTY, NEW YORK

Bill To:

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Carol Aponte-Winslow		carol.aponte-winslow@civicplus.com		Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	AudioEye Managed	AudioEye Managed: https://www.cortland-co.org/	USD 4,641.82

Total Investment - Prorated Year 1	USD 4,641.82
Annual Recurring Services (Subject to Uplift)	USD 5,950.00

Total Days of Quote:286

Initial Term	Beginning at signing and ending 12/15/2024, Renewal Term 12/16 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current CivicEngage billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Attachment: Courtland County NY AudioEye (12097 : Amend 2024 Budget/Authorize Agreement with Civic Plus for Audio Eye Website

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By:	By:
_____	_____
Name:	Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____

_____
Mailing Address: (If different from above)

_____

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

_____

Attachment: Courtland County NY AudioEye (12097 : Amend 2024 Budget/Authorize Agreement with Civic Plus for Audio Eye Website

NORTHSTAR LIFTS LLC

155-23

Fully Insured ($1,4,10 M)
Mfr. Certified Member SBE, BBB
CPL PROPOSAL

Feb. 14. 2024

To: Cortland County

Re: Dwyer Memorial Park
6799 Little York Lake Rd.
Preble, NY 13141

For: Div. 14- CPL Lift

Scope: Northstar shall supply and install one (1) Elvoron CPL by Garaventa Lifts per the following specifications:

Specs include:
Garaventa Elvoron CPL
Hydraulic Roped 2:1 drive @ 30 FPM
Car Size: 45" x 60" Access on left end of the car
Power supply: 230 VAC 30 Amp Single Phase
120 VAC 20 Amp for lighting circuit
4 HP pump
Programmable Logic Controller
Battery back-up down travel
Rated load: 1,000 lbs.
Travel: 11' 1" (to be field verified)
Constant pressure operation with keyed call stations
Emergency manual lowering
Laminate cab walls- (color to be specified) with white trim (powder coated)
Automatic bi- directional floor leveling
Four LED ceiling lights with matching color trim rings
Battery back- up courtesy lighting in car
Hall doors: Steel fire rated with ADA hardware, Ceramic glass vision panels
Power door operators
Safeties: slack rope, upper and lower final limits, over-speed, car top and pit switches, low oil, shaft way door safeties

Price: Forty-Seven Thousand Seven Hundred Forty Dollars ($47,740.00)

Other Work: Remove and dispose of old elevator. Construct a new machine room adjacent to the shaft way on the upper landing of the building. The room will be clad with siding and trim to

Attachment: NorthStar_Elvoro_Garaventa_Lift (12122 : Authorize Agreement with Northstar Lifts LLC for Installation of CPL Lift at Dwyer

NORTHSTAR LIFTS LLC

match as closely as possible the existing building. There will be a self-closing, locking door painted to match. Electrical wiring will be run from the existing machine room to the new location, and new disconnects for the lift installed. A light with switch will be installed in the machine room. New code compliant swing doors with automatic operators and interlocks will be installed with the new lift. The site will be left in use-ready condition.

Price: $12,850.00.

Total project Cost: $60, 590.00

Notes: Price is based on PREVAILING wages.
Includes $1, 4, with 10 Mil. aggregate insurance coverage.
Patching, finishing of shaft-way (if nec.) not included

Terms: Price is based on contract (letter of intent to proceed or signing this agreement) within 60 days, and 30% deposit, 40% due at time of shipping of lift from mfr., Balance net 30 days upon completion (lift to be inspection ready.)

Delivery: Please allow 1 week for approval drawings upon letter of intent to proceed. The lift will be delivered to the site at an agreed upon date with the owner. Time on site is 10-12 days. All shaft way construction and finish work to be completed prior to delivery of lift to site. Drawings and additional information for machine room will be provided by Northstar Lifts.

Code: The lift will conform to ASME A18.1 for vertical platform lifts. Current NYS Code requires all elevators, lifts, and stair lifts to be inspected by a *Qualified Elevator Inspector (QEI).* This code is enforced by local Authorities Having Jurisdiction. **Initial acceptance inspection work by Northstar is included.**

Warranty: Northstar Lifts will provide 12 months Labor and 24 months Parts warranty on this product. The warranty shall begin upon the substantial completion date of the installation. All service for warranty shall be performed during normal business hours. The warranty shall not cover damage due to fire, flood, acts of Government, acts of GOD, normal wear and tear, abuse, or any other situation beyond the control of Northstar Lifts, Llc.

Submitted by: Charles Freiberger
Northstar Lifts, Llc.

Attachment: NorthStar_Elvoro_Garaventa_Lift (12122 : Authorize Agreement with Northstar Lifts LLC for Installation of CPL Lift at Dwyer

Greatcortlandpumpkinfest@gmail.com

March 5, 2024

Cortland County Legislature
Buildings and Grounds Committee
Cortland County Office Building
60 Central Avenue
Cortland, New York 13045

Committee Chair Heider and Buildings and Grounds Committee Members:

Please find below several items for the consideration of the committee as they relate to the 2024 Great Cortland Pumpkinfest, being planned for October 5 and 6, 2024:

Item # 1
The Great Cortland Pumpkinfest Planning Committee requests the use of the County's portion of Courthouse Park for use October 5-6, 2024 for set up, the festival and tear down. It is also requested to allow for open container in the County's portion of Courthouse Park during the operating hours of the festival.

Item # 2
The Great Cortland Pumpkinfest Planning Committee requests the consideration of a proposal to use a portion of the County Office Building parking lot and the County's overflow lot to set up and operate the midway as part of the 2024 festival. Please see Attachment 1.

Item # 3
The Great Cortland Pumpkinfest Planning Committee requests the use of the County Office Building parking lot overnight between October 4 and October 5 for parking food trucks between days of the festival, if needed.

Thank you for your consideration of these items as we look to plan the 2023 Great Cortland Pumpkinfest. The Great Cortland Pumpkinfest provides all necessary event insurance in relation to this these requests. Should any questions arise, please don't hesitate to reach out.

Sincerely,

The Great Cortland Pumpkinfest Committee

Attachment: County Committee Approval Request (12089 : Approve Use of County Property for 2024 Pumpkinfest)

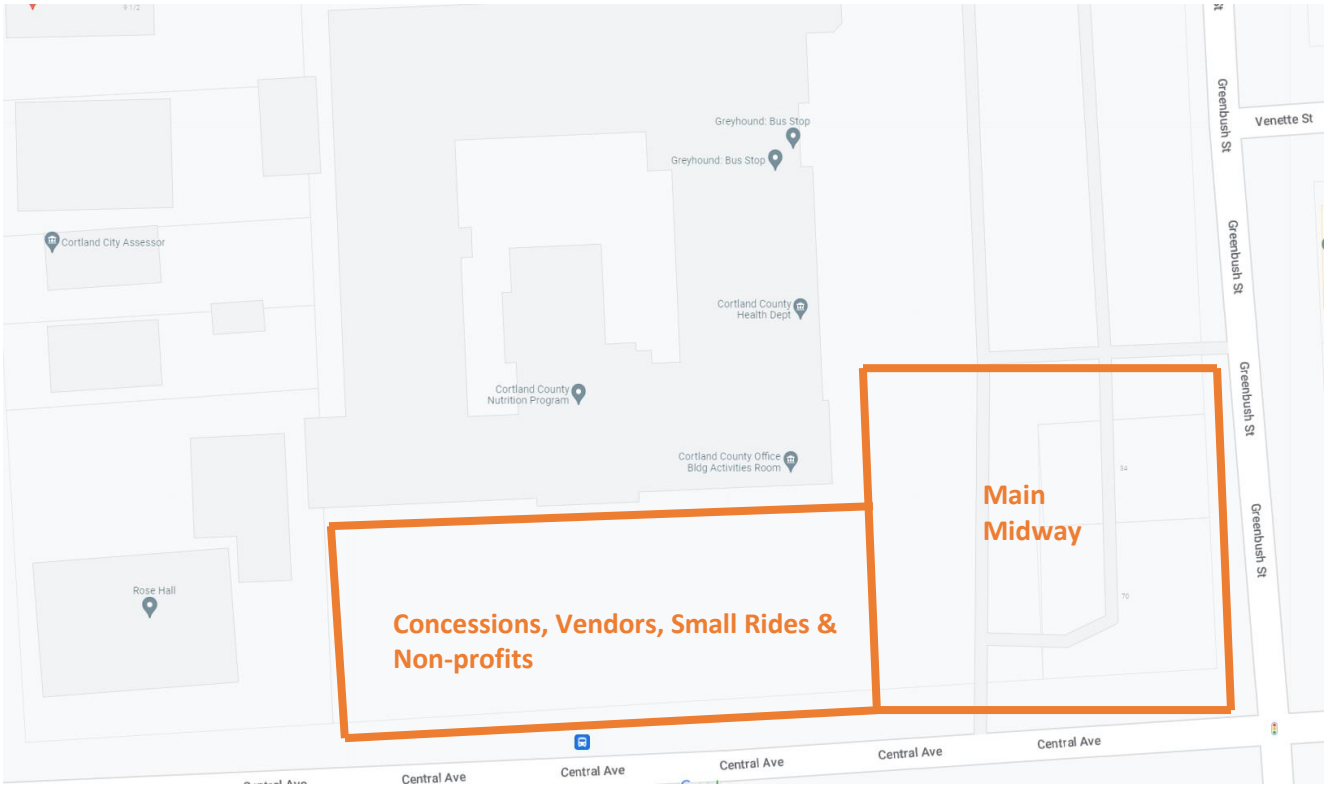
Greatcortlandpumpkinfest@gmail.com

ATTACHMENT 1

The proposed site for the midway and carnival foods during the 2024 Great Cortland Pumpkinfest (October 5 & 6, 2024) is a portion of the County Office Building parking lot (see below pictures) and front lawn.

Main Event Amusements would bring rides and a generator for the festival. The company would also bring food booths which we propose to set up on the asphalt and the grass in front of the County Office Building. The grass area would also be used as additional vendor/non-profit booth space, if approved.

Main Event Amusements would need to use the proposed space starting at 5 PM Thursday, October 3, 2024 for setup and inspection of rides. Main Event Amusements would also need the use of the County's overflow lot all day on Thursday, October 3, 2024 for unloading and staging. Set up would occur on Thursday evening (October 3, 2024) through Friday, October 4, 2024, with NYS inspection to occur after completion. The rides would be present for the duration of Pumpkinfest weekend.



Attachment: County Committee Approval Request (12089 : Approve Use of County Property for 2024 Pumpkinfest)

CORTLAND COUNTY BUILDINGS & GROUNDS
Safety Office and Code Enforcement
60 Central Ave. B-28
Cortland, NY 13045-2746
Allen Pankhurst., *BM Foreperson 607-753-5068*

TO: B&G Committee

FROM: Allen Pankhurst., BM Foreperson

DATE: 3/6/2024

SUBJECT: Activities Report for February 2024

Here are our monthly updates, please feel free to contact me if there are any questions or concerns or more information needed and I will accommodate in any way I am able.

We had 0 days of full staff due to time off and medical as well as open positions, we are still short 1 custodian. The crew has been extremely busy with projects as well as work orders. All is running smoothly and very close to on schedule.

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1) County Clerk's office Demo is near completion. I would like to start moving by the end of March
2) Cleaning Supervisor and one Cleaner have been hired. Looking to fill one more Cleaner's position.
3) Court House Step reconstruction is almost complete. Cracked concrete has been replaced. All stair gaps have been calked. Finishing up the door to under the stairs. Waiting for hand rail to be installed
4) Some bids were received for Dwyer Park elevator, communicating with 3 companies on possibilities.
5) Jail cooler/freezer replacement is in progress
6) Grant St. is completed.
7) Court House elevator possible start end of June-July 2024
8) The County Office Building Fire Alarm system installation has been completed.
9) Lactation room is complete and already being used.
10) Planning on the painting to resume in Court House basement ASAP
11) Carpeting replacement in many areas of the County Office Building has been completed
12) Crow deterrent program has been restarted for 23-24 winter season.
13) Gathering information to move forward with Dwyer Park restroom restoration
14) Sealing and striping delayed till spring of 2024.
15) GPR has been completed @ 111 Port Watson St.
16) Demolition and abatement has been completed @ 111 Port Watson St.
17) Mental Health Panic buttons and alarm system has been repaired and updated
18) Prepare Venesky Cost Allocation report

We have a number of projects on the agenda. We continue to work hard to keep up with the work flow. I can't say enough about how hard this crew has worked. I am very impressed with how B&G employees have helped to make changes in our department. I hope you all continue to support their efforts in moving forward.

Respectfully
Allen Pankhurst
Foreperson of Building and Grounds

Attachment: Committee updates activities Feb 2024 (12086 : Buildings and Grounds Monthly Reports)

Buildings and Grounds Timeline updates February 2024

Courthouse Stairs

Bids 27 Sept 2022, received and calculated, resolution passed 12/22/22
Award December 2022
Shop Drawings January 2023 Completed
Kick off meeting completed
Construction May to end of August 2023 (3-4 months)
Beard Electric has completed fiber optic move
Ground breaking ceremony and construction startup May 5th
Demolition has begun, much has already been removed 5/19
Final demo of landing and support piers to take place in May as well as new footings dug 6/23
Final fill and grade completed 7/11, footer and pier construction to begin 7/24
Footer and pier construction has commenced footers to be completed 7/28
First load of granite to be delivered 7/31, 2nd and total by 8/4
Granite delivered 8.6.23
Stair piers are poured, curing, and will be sealed as the lay the piping and plates for heating the steps. They will start setting granite very soon 8/22/23
Granit and heat plates are being set 9/28/23
Granite and heat system install continues, near ½ complete, limestone due for delivery
Boiler access door space is being installed 10/20/2023
Lime stone to arrive early December, all steps and landing installed, light bases cut and back in Place. Shipment of restored light fixtures expected any day. 11/23/2023
Sand Stone is in and being installed, Original lamp posts are back installed and operating, most Of the hand rail system is installed, step heater and ramp heaters are operating, 1/2/24
Sand stone on both sides is complete 2/5/24
Sealing of the stair seams will be complete 2/5/24
Cracked sections of new concrete were replaced 2/27-3/1

111 Port Watson

Programing 30 Sept 2022 not yet completed
Schematic Design Base release was March of 2023
Construction Doc Mid-May 2023
Bidding End of May 2023
Award June 2023
Construction Duration August 2023 – August 2024 (10 – 12 Months)
Meeting scheduled to discuss final floor plans and construction
Historic eligibility being discussed and is delaying project a bit but they have submitted proposal to address SHPO concerns, 4/1/2023
Meeting with Bell and Spina, the Building work group, Myself and Mr. Corpora took place April 5th moving towards final layout and approvals
Mr. Spina will be at this meeting for update of floor plan 5/23
Investigative digs complete 7/19, final floor plan forthcoming with HVAC options
2 Change orders submitted for this committee meeting, 9/5/23
Abatement RFP is out for bidding 9/28
Bids received 10/19/2023 process for contract has begun for Abatement 10/20/2023
Final floor plan in place, destructive investigation complete, expected bid documents mid January, 11/23/2023
Demolition and abatement waiting for County Attorney approval of contract, 11/20/2023
Demolition and abatement are complete, preliminary documents received, GPR of the property

Attachment: Committee updates timelines February 2024 (12086 : Buildings and Grounds Monthly Reports)

Buildings and Grounds Timeline updates February 2024

Security and cameras meeting 1/9/24
Meeting w/ Bell & Spina to introduce Mr. Sudbrink 2/5/24

City Court Relocation

Scope / Design Verification and design in process, RFQ c hanged to RFP, Courts request interview process for selection, released for Architect/Engineering Completed
Award of Bid for Architectural February 2023 COMPLETE, Bell and Spina contract complete planning meeting is scheduled.
Planning stages have begun. Meeting with 6th Judicial scheduled

Construction Docs. November/December 2023
Bidding January 2024
Award February 2024
Construction Duration end of April (3 months) pending successful bid and Contractor start date availability as well as elevator modernization schedule.
Meeting took place with Bell and Spina and State Court 6th plan moving forward now that the Courts will not be viewing the basement space as an option.
jurisdiction on May
Floor plan initial base is currently being drawn up by Bell and Spina, 5/23
Construction plan nearing completion as of 7/14, met with State Courts on 7/13 and they are agreeable to the final rough draft of renovations
New scans taken for reconstruction of areas for renovation
Some review sheets coming week of 8/22/23
Final floor plan is near acceptance by NY State Courts 6th Jurisdiction 9/25
Final floor plan has been presented to State Court System awaiting their approval to go to bid documents
Received Bell and Spina's resolve for their Drug Court needs and well as Library access 10/20/2023
Final floor plan drafted, bid document design has begun, County Clerk move to start soon, discussions on their space will resume end of December 11/23/2023
Met with Ms. Kemak to finalize plan for County Clerk move.
Demo complete and remodel begins for new Clerk's space 2/5/24

Court House Elevator renovation

Screening process OMNIA bid through KONE
Initial walk through took place August 25th 2022
Contract with KONE completed and returned
Final cost $265,000
Lead time on equipment is approximately 4 months
Start date for install should August-September 2023
Final walk through took place 5/22/23
Inspection for rating of beam supports in process with KONE 7/14
Final plan on it's way, construction to start soon, 8/22.23
Equipment coming in, not all pieces are in yet. 9/25
Awaiting code updates necessary for renovation, coming the week of 10/23/2024
Final walk through and work by others descriptions done and received 11/9/2023

Attachment: Committee updates timelines February 2024 (12086 : Buildings and Grounds Monthly Reports)

Start date expected soon 11/20/2023
Elevator projector held up with
Impending more investigation of the shaft. 1/2/24
Shaft inspection complete 2/1/24

3rd Floor HVAC project

Final engineering and checks complete
One more walkthrough completed in January
Equipment appears to be available for the most part
Final cost of construction due, still not received
pending project cost,
Now adjusting construction goals and coverage, 2/27/23
New plan being processed with less coverage. 3/20/2023
On hold until further notice, 5/23
Talks with Danforth resumed 11/8/2023
Going with Danforth to Moravia Schools to look at new univents with quiet mode. 11/20/2023
School visit complete, unit shows great potential for our issues, pricing for one unit for 304 is
Coming soon will install in house and should see considerable improvement. 1/2/24
Allen contacted Danforth to set up another visit to room 304 2/8/24
Danforth was @ CCOB to get info. 2/13/24
Estimate by Danforth received 2/14/24
Unit was ordered through Danforth (6-8 weeks delivery end of March-April 02/28/24

Court House entry areas and stone work

Contact made with Architect for cost to prepare Bid and Construction documents January 2023
Timeline to be updated as information arrives
Architects estimate arrived 2/27/2023 for Dome
Architects estimates and proposal arrived
Exterior Cleaning of stone added to the request 2/23
Contract awarded to Bell and Spina for architectural and engineering of all proposed repairs. 3/23
Awaiting estimate for bid and construction documents estimate as of April 17th, some investigative work to be done when step construction begins at a lesser expense
Estimate received and passed through legislature, contract in process investigatory work to begin soon 5/23
Final drone run and investigative cleaning and stone removal completed 7/19
Investigative work to commence beginning of October
SHPO letter received 10/19/2023
Destructive investigation works completed design and documents in process. 11/23/2023
Told documents to move forward coming at any time now, most investigative work is complete and
Should be ready to go to bid documents soon after preliminary findings are disclosed. 1/2/24

Court House Dome restoration

Contact Made with Architect for cost to prepare Bid and Construction documents January 2023

Attachment: Committee updates timelines February 2024 (12086 : Buildings and Grounds Monthly Reports)

Buildings and Grounds Timeline updates February 2024

Timeline to updated as information becomes available would be a 2024 Project
Contract with Bell and Spina moved forward in April for bid and construction documents April 27th
Rotunda, columns etc. estimate for bid and construction documents has arrived for review from Bell
And Spina included in discussion items
Moving forward with construction and bid documents 4/30
Contract in process 5/25
Also include in the final investigation completed on 7/19
Drone reconstruction photos taken 8/23
Asked for Dome documents 9/25 forthcoming
SHPO letter received 10/19/2023
Preliminary documents in process for January 2024, expect them at any time now. 1/2/24

Parking Lot Sealing and Striping

Due to weather concerns and because Gov. Hochul signed order that asphalt products can no longer
Contain coal tar and tar products leaving only products that are inferior and very susceptible to
Weather during application. We have chosen to wait until spring and they will honor the current
Contract. 11/15/2023
Reaching out to vendor for reschedule of lot work 1/2/24

Attachment: Committee updates timelines February 2024 (12086 : Buildings and Grounds Monthly Reports)

Jack Hess
Director

Tom McGrath
Deputy Director

CORTLAND COUNTY

Information Technology

March 5, 2024

Information Technology
February 2024 Monthly Report

Executive Summary

- IT
    - IT Steering Committee
        - A meeting was held February 16, 2024.
    - Phone and internet services migration
        - The county will migrate to a new phone and internet service provider in mid-March.
            - Identify and began the process to port our phone numbers to FirstLight.
        - Coordination with our existing providers to ensure a seamless transition is ongoing.
    - Alertus panic button
        - Waiting on hardware to support USB desk panic buttons.
        - Expected deployment in mid-February.
    - Migrate mailing lists to our primary Exchange mail server
    - Prepare Venesky Cost Allocation Plan report
- Town of Scott
    - Spoke to their lead for technology implementation for an update.
- County Attorney
    - Work on document production to support generic drug lawsuit litigation (on-going).
- Elections
    - Respond to a state BOE survey on our cyber security posture (on-going).
- Mental Health
    - Discuss door security and cameras for 111 Port Watson St.
- County Clerk
    - Awaiting the project team from Laserfiche to begin working on migrating our existing data to our cloud service.

Attachment: 2024_02_Monthly_Report (12074 : IT Monthly Report)

Departmental Priorities and Focus

Create a clear vision of IT for the future

- Status: In Process
  - The next committee meeting February 16, 2024.
  - Discussion items:
    - Web site redesign/update
    - Multi-factor authentication
    - Revising the county's security policy
    - Business continuity/disaster recovery
    - eSignatures
    - Data retention
    - Laserfiche
      - To be moved to a Cortland County cloud account in 2024
    - County GIS
    - Migration to a .gov domain name
    - New internet service provider and phone service provider in 2024
      - FirstLight to replace Verizon, Nitel and Momentum
    - Panic button RFP
    - Email Security
  - Members
    - Jack Hess, IT – Chair
    - Tom McGrath, IT
    - Lisa Perfetti, Health – Security Officer
    - Beau Harbin, Legislature
    - Rob Corpora, County Administration
    - Savannah Hempstead, Legislature
    - Brooke Kemak, County Clerk
    - Andrea Herzog, Finance
    - James Harvey, DSS
    - Sharon MacDougall, Mental Health
    - Alicia Wheaton, Probation
    - John Gallagher, Sheriff
    - Scott Roman, DERC

Cyber Security

- Status: In Process
  - Work with the state to conduct a cyber event tabletop exercise
  - Evaluate a proposal from a vendor to do penetration and vulnerability testing

County Wide Services

- Provide mail and print services to all County departments
- Provide fast reliable computer network for entire County
- Prepare new computers for Departments
- Maintain and enhance application programs for various departments to provide accurate and timely reports
- Monitor our security posture to mitigate the threat of ransomware and other attacks
- Provide desktop support
- Telecommunications support
- Access control to County buildings
- Camera and security systems
- Respond to requests for email archiver information (FOIL requests, etc.)
- Respond to alerts from intrusion detection system (IDS)

Attachment: 2024_02_Monthly_Report (12074 : IT Monthly Report)

- Assign Munis roles and permissions

Departments

- Aging
- Assigned Counsel
- Buildings and Grounds
- CAC
- CWCC
- County Administration
- County Attorney
- County Clerk
- DERC
- DMV
- DSS
- District Attorney
- Elections
- Finance
- Grant Administration
- Health
- Highway
- Legislators
- Mental Health
- Personnel
- Planning
- Probation
- Public Defender
- RPTS
- Recycling
- Sheriff
- Soil and Water Conservation District
- Solid Waste
- Treasurer
- Veterans

External Agencies

- SUNY Cortland
- Homer PD
- Homer FD
- Cortland PD
- Cortland FD
- NYSP
- MAVAC
- Town of Cortlandville
- Town of Freetown

Contracts (Company, Service, Amount, Expires, Informational/Action Required)

Alertus	Panic button system	TBD/year	TBD	Info.
Radwin	Radio maint.	$5,000/year	3/13/2024	Info.
Momentum	Phones – Service	$10,991/year	3/31/2024	Info.
Cisco	WebEx	$10,000/year	6/30/2024	Info.
GoDaddy	SSL Certificate	$450/year	7/15/2024	Info.
Nitel	Internet Service	$12,000/year	3/31/2024	Info.
Palo Alto	Firewall maint.	$8,000/year	8/9/2024	Info.
Barracuda	Email security gateway	$9,000/year	8/23/2024	Info.
Barracuda	Load balancer maint.	$5,000/year	12/16/2024	Info.
Verizon	Internet Service	$12,000/year	12/31/2024	Info.
All Mode	Phones - Support	$15,699/year	12/31/2024	Info.
SHI	SAN maintenance	$24,000/year	12/31/2024	Info.
Barracuda	Email archiver maint.	$5,688/year	2/26/2025	Info.
Westlaw	Online Legal Search	$17,000/year	8/31/2026	Info.
Toshiba Business Sol.	Copier/Printers	$63,000/year	12/31/2026	Info.
Pitney Bowes	Postage Meter	$5,820/year	6/30/2027	Info.

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