



Buildings & Grounds Committee

Committee Meeting

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

~ Minutes ~

Tuesday, June 7, 2022

10:00 AM

Board Room

CALL TO ORDER

The meeting was called to order at 10:02 AM by Committee Chair Paul Heider

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Committee Member	Late	10:25 AM
Beau Harbin	Cortland County, NY	Committee Member	Present	
Ronald J. Van Dee	Cortland County, NY	Committee Member	Present	
Ann Homer	Cortland County, NY	Committee Member	Excused	
Paul Heider	Cortland County, NY	Committee Chair	Present	
Joseph Nauseef	Cortland County, NY	Committee Member	Present	
Eugene Waldbauer	Cortland County, NY	Committee Vice Chair	Excused	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Jack Hess	Cortland County, NY	Director, Information Technology	Present	
Christopher Newell	Cortland County, NY	Board Member	Present	
Kelly L. Fairchild-Preston	Cortland County, NY	Board Member	Present	
Sandra Price	Cortland County, NY	Board Member	Present	
John Banewicz	Cortland County, NY	County Treasurer	Present	
Charles Miller	Cortland County, NY	Superintendent Buildings and Grounds	Present	
David Clay	Cortland County, NY	Buildings & Grounds Foreman	Present	
George Wagner	Cortland County, NY	Board Member	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Andrea Herzog	Cortland County, NY	Finance Director	Present	

MINUTES

1. Buildings & Grounds Committee - Committee Meeting - Nov 3, 2020 9:00 AM

RESULT:	ACCEPTED [4 TO 0]
MOVER:	Joseph Nauseef, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Beau Harbin, Ronald J. Van Dee, Paul Heider, Joseph Nauseef
EXCUSED:	Ann Homer, Eugene Waldbauer
AWAY:	Douglas Bentley

2. Buildings & Grounds Committee - Committee Meeting - May 10, 2022 10:00 AM

RESULT:	ACCEPTED [4 TO 0]
MOVER:	Joseph Nauseef, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Beau Harbin, Ronald J. Van Dee, Paul Heider, Joseph Nauseef
EXCUSED:	Ann Homer, Eugene Waldbauer
AWAY:	Douglas Bentley

ACTION ITEMS

1. Committee Approval of Use of Courthouse Park for 2022 Pumpkinfest

RESULT:	APPROVED [4 TO 0]
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Joseph Nauseef, Committee Member
AYES:	Beau Harbin, Ronald J. Van Dee, Paul Heider, Joseph Nauseef
EXCUSED:	Ann Homer, Eugene Waldbauer
AWAY:	Douglas Bentley

RESOLUTIONS

AGENDA ITEM NO. 1 – Authorize Agreement with KONE/Amend 2022 Budget for Elevator Repairs and Modernization - Buildings & Grounds Department

RESULT:	APPROVED [4 TO 0]
	Next: 6/14/2022 10:00 AM
MOVER:	Joseph Nauseef, Committee Member
SECONDER:	Ronald J. Van Dee, Committee Member
AYES:	Beau Harbin, Ronald J. Van Dee, Paul Heider, Joseph Nauseef
EXCUSED:	Ann Homer, Eugene Waldbauer
AWAY:	Douglas Bentley

ON MOTION OF HARBIN

RESOLUTION NO.

Authorize Agreement with KONE/Amend 2022 Budget for Elevator Repairs and Modernization - Buildings & Grounds Department

WHEREAS, there is a need to address repairs and modernization to the elevator at the Cortland County Office Building, AND

WHEREAS, OMNIA purchasing network is a New York State approved vendor processor, AND

WHEREAS, New York State Finance Law Article 11 empowers municipalities to authorize purchases from contracts let by OMNIA, AND

WHEREAS, KONE, Inc. is currently under contract with OMNIA purchasing network, AND

WHEREAS, the Building and Grounds Committee recommends the approval of KONE, Inc. of 836 North State Street, Syracuse, New York 13208 for the repairs and modernization to the elevator at the Cortland County Office Building for a cost not to exceed \$100,000, AND

WHEREAS, the Buildings and Grounds Committee is recommending using the Buildings and Grounds Capital Reserve, account no. A.386300.B&G, to fund the cost of repairs and modernization to the elevator at the Cortland County Office Building, 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 KONE, Inc. of 836 North State Street, Syracuse, New York 13208 for the repairs and modernization to the elevator at the Cortland County Office Building, AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature hereby authorizes the use of up to \$100,000 from the Buildings & Grounds Capital Reserve, account no. A.386300.B&G for the KONE, Inc. of 836 North State Street, Syracuse, New York 13208 for the repairs and modernization to the elevator at the Cortland County Office Building, AND BE IT FURTHER

RESOLVED, that the 2022 County Budget be amended as follows:

Increase:

<u>Account</u>	<u>Amount</u>
A16205.52320 Building Improvements	\$100,000
A351100 Appropriated Reserves	\$100,000

DISCUSSION ITEMS & MONTHLY REPORTS

1. 111 Port Watson Street Property Update

RESULT: COMPLETED

2. KONE/Omnia Presentation - County Office Building Elevator

RESULT: COMPLETED

3. Buildings & Grounds Activities Report

RESULT: COMPLETED

4. IT Monthly Report

RESULT: COMPLETED

ADJOURNMENT

The meeting was closed at 10:44 AM



Buildings & Grounds Committee

Committee Meeting

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

~ Minutes ~

Tuesday, November 3, 2020

9:00 AM

Room 304

CALL TO ORDER

The meeting was called to order at 9:00 AM by Chairman Beau Harbin

Attendee Name	Organization	Title	Status	Arrived
George Wagner	Cortland County, NY	Committee Member	Present	
Douglas Bentley	Cortland County, NY	Committee Member	Remote	
Beau Harbin	Cortland County, NY	Chairman	Present	
Ann Homer	Cortland County, NY	Vice Chair	Remote	
Susan Wilson	Cortland County, NY	Committee Member	Present	
Joseph Nauseef	Cortland County, NY	Committee Member	Present	
Eugene Waldbauer	Cortland County, NY	Committee Member	Present	
Paul Heider	Cortland County, NY	Chair, Legislature	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Jack Hess	Cortland County, NY	Deputy Director, Information & Technology	Present	
Ronald J. Van Dee	Cortland County, NY	Board Member	Present	
Richard Stock	Cortland County, NY	Board Member	Present	
Christopher Newell	Cortland County, NY	Board Member	Present	
Sandra Price	Cortland County, NY	Board Member	Present	
Eric Mulvihill	Cortland County, NY	Clerk, County Legislature	Present	
Andrea Herzog	Cortland County, NY	Director, Budget & Finance	Present	
Charles Miller	Cortland County, NY	Superintendent Buildings and Grounds	Present	
Wendy Franklin	Cortland County, NY	Assistant County Attorney	Present	
Shenandoah Briere	Cortland County, NY	Cortland Standard	Present	

Minutes Acceptance: Minutes of Nov 3, 2020 9:00 AM (MINUTES)

MINUTES

Buildings & Grounds Committee - Committee Meeting - Oct 6, 2020 9:00 AM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Joseph Nauseef, Committee Member
SECONDER:	Ann Homer, Vice Chair
AYES:	Wagner, Bentley, Harbin, Homer, Wilson, Nauseef, Waldbauer

RESOLUTIONS**Building & Grounds**

AGENDA ITEM NO. 1 – Authorize Agreement with Metallo Automatic Sprinkler for Inspection, Testing, and Maintenance of Sprinkler Systems - Buildings and Grounds

RESULT:	APPROVED [UNANIMOUS]
	Next: 11/10/2020 11:30 AM
MOVER:	Joseph Nauseef, Committee Member
SECONDER:	Ann Homer, Vice Chair
AYES:	Wagner, Bentley, Harbin, Homer, Wilson, Nauseef, Waldbauer

ON MOTION OF HARBIN**RESOLUTION NO.**

Authorize Agreement with Metallo Automatic Sprinkler for Inspection, Testing, and Maintenance of Sprinkler Systems - Buildings and Grounds

WHEREAS, a Request for Proposals (RFP) was issued for Inspections, Testing and Maintenance of Fire Extinguishers, Ansul Systems, and Sprinkler Systems, AND

WHEREAS, bids were received from the following:

Metallo Automatic Sprinkler, 14 Corporate Circle, East Syracuse NY 13057

, AND

WHEREAS, based upon the results of the bid, the Building and Grounds Committee recommends that bid for sprinkler system inspections, testing and maintenance should be awarded to the lowest responsible bidder, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to enter into a contract with Metallo Automatic Sprinkler 14 Corporate Circle, East Syracuse NY 13057, for the period of January 1, 2021 through December 31, 2025.

AGENDA ITEM NO. 2 – Authorize Agreement with Jerome Fire Equipment Company for Fire Extinguisher and Ansul System Testing, Inspection, and Maintenance - Buildings and Grounds

RESULT:	APPROVED [UNANIMOUS]
	Next: 11/10/2020 11:30 AM
MOVER:	Ann Homer, Vice Chair
SECONDER:	Joseph Nauseef, Committee Member
AYES:	Wagner, Bentley, Harbin, Homer, Wilson, Nauseef, Waldbauer

ON MOTION OF HARBIN**RESOLUTION NO.**

Minutes Acceptance: Minutes of Nov 3, 2020 9:00 AM (MINUTES)

Authorize Agreement with Jerome Fire Equipment Company for Fire Extinguisher and Ansul System Testing, Inspection, and Maintenance - Buildings and Grounds

WHEREAS, a Request for Proposals (RFP) was issued for Fire Extinguisher Inspections, Testing and Maintenance; Ansul System Inspections and Testing; and Sprinkler Systems Inspections and Testing (in whole or in part), AND

WHEREAS, bids were received from the following:

Jerome Fire Equipment Co., Inc., 8721 Caughdenoy Road, Clay, NY 13041

WHEREAS, based upon the results of the bid, the Building and Grounds Committee recommends that bid be awarded to the lowest responsible bidder, NOW THEREFORE BE IT

RESOLVED, that Jerome Fire Equipment Co., Inc., 8721 Caughdenoy Road, Clay, NY 13041 is hereby awarded the bid for Fire Extinguisher and Ansul System Testing, Inspection, and Maintenance, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to enter into a contract with Jerome Fire Equipment Co., Inc., 8721 Caughdenoy Road, Clay, NY 13041 for the period January 1, 2021 through December 31, 2025.

Information Technology

AGENDA ITEM NO. 3 – Authorize Agreement with Verizon Business Services for Internet Connectivity - Information Technology Department

RESULT: APPROVED [UNANIMOUS]

Next: 11/10/2020 11:30 AM

MOVER: Ann Homer, Vice Chair

SECONDER: Joseph Nauseef, Committee Member

AYES: Wagner, Bentley, Harbin, Homer, Wilson, Nauseef, Waldbauer

ON MOTION OF HARBIN

RESOLUTION NO.

Authorize Agreement with Verizon Business Services for Internet Connectivity - Information Technology Department

WHEREAS, the demand for a fast reliable internet connection has grown beyond the County's current internet connections, AND

WHEREAS, the New York State Office of General Services (OGS) has solicited proposals for comprehensive telecommunication services, OGS Award #23100, AND

WHEREAS, the County Information Technology Department has reviewed various vendors for service and recommends that the County contract with MCI Communication Services, Inc. dba Verizon Business Services aka Verizon, One Way, Basking Ridge, NJ 07920 (OGS Contract #PS68701) at \$975.00 per month, which includes a block of 13 IP addresses for a term of 36 months from date of installation, NOW, THEREFORE BE IT,

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, be and hereby is authorized to sign an agreement with MCI Communication Services, Inc. dba Verizon Business Services aka Verizon, One Way, Basking Ridge, NJ 07920, AND BE IT

Minutes Acceptance: Minutes of Nov 3, 2020 9:00 AM (MINUTES)

FURTHER

RESOLVED, payments for said agreement shall be deducted from Account A16105-54000 - Telephone Shared Service.

AGENDA ITEM NO. 4 – Authorize Agreement Nitel for Internet Connectivity - Information Technology Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 11/10/2020 11:30 AM
MOVER:	Ann Homer, Vice Chair
SECONDER:	Susan Wilson, Committee Member
AYES:	Wagner, Bentley, Harbin, Homer, Wilson, Nauseef, Waldbauer

ON MOTION OF HARBIN

RESOLUTION NO.

Authorize Agreement Nitel for Internet Connectivity - Information Technology Department

WHEREAS, the demand for a fast reliable internet connection to support County departments and services has grown beyond the County's current internet connection speeds, AND

WHEREAS, the New York State Office of General Services (OGS) has solicited proposals for comprehensive telecommunication services, OGS Award #23100, AND

WHEREAS, the Information Technology Department solicited a quote for service from Nitel 350 N Orleans Street, #1300N Chicago, IL 60654 for internet service, AND

WHEREAS, the quote from Nitel is lower than the comparable OGS Contract #PS68709 for same service, AND

WHEREAS, the Information Technology Department recommends the Legislature utilize the County Best Value Purchasing requirements and award the contract for service at a price not to exceed \$1,350.00 per month with a one time installation charge of \$500.00 for a term of 36 months from date of installation, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, be and hereby is authorized to sign an agreement Nitel 350 N Orleans Street, #1300N Chicago, IL 60654 for internet services with payments to be made from Account A16105-54000 - Telephone Shared Service.

AGENDA ITEM NO. 5 – Authorize Agreement with Momentum Telcom for Phone Service - Information Technology Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 11/10/2020 11:30 AM
MOVER:	Ann Homer, Vice Chair
SECONDER:	Susan Wilson, Committee Member
AYES:	Wagner, Bentley, Harbin, Homer, Wilson, Nauseef, Waldbauer

ON MOTION OF HARBIN

RESOLUTION NO.

Authorize Agreement with Momentum Telcom for Phone Service - Information Technology Department

Minutes Acceptance: Minutes of Nov 3, 2020 9:00 AM (MINUTES)

WHEREAS, the current contract with Time Warner Cable for telephone service for County Departments has expired, AND

WHEREAS, the New York State Office of General Services (OGS) has solicited proposals for comprehensive telecommunication services, OGS Award #23100, AND

WHEREAS, the Cortland County Information Technology Department has reviewed the various OGS contracts for telephone services (OGS contract PS68709), AND

WHEREAS, the Information Technology Department solicited a quote for service from Momentum Telecom, 1 Concourse Parkway NE, Suite 600, Atlanta, GA 30328 for phone service, AND

WHEREAS, the quote from Momentum Telecom is lower than the comparable OGS Contract #PS68709 for same service, AND

WHEREAS, the Information Technology Department recommends the Legislature utilize the County Best Value Purchasing requirements and award the contract for service to Momentum Telecom at a price not to exceed \$1,100.00 monthly for a term of 36 months to include all local and long distance calls made, NOW THEREFORE BE IT

RESOLVED, that the County Administrator upon review of the County Attorney or designee be and hereby is authorized to sign an agreement with Momentum Telecom, 1 Concourse Parkway NE, Suite 600, Atlanta, GA 30328 for phone service, AND BE IT FURTHER

RESOLVED, that all expenses related to said contract be paid out of account #A16105-54000 (Telephone Shared Services - Telephone).

Safety Office

Action Items

6. CSEA Union Use of County Office Building Parking Lot
December 5 or 12

RESULT: APPROVED [UNANIMOUS]
MOVER: Eugene Waldbauer, Committee Member
SECONDER: Joseph Nauseef, Committee Member
AYES: Wagner, Bentley, Harbin, Homer, Wilson, Nauseef, Waldbauer

7. Authorize the Clerk of the Legislature to Engage Professional Services for Possible Re-Design of Legislative Chambers

RESULT: APPROVED [UNANIMOUS]
MOVER: Joseph Nauseef, Committee Member
SECONDER: George Wagner, Committee Member
AYES: Wagner, Bentley, Harbin, Homer, Wilson, Nauseef, Waldbauer

Reports

1. Buildings and Grounds Monthly Budget Report

RESULT: COMPLETED

2. Buildings and Grounds Departmental Activity Report

RESULT: COMPLETED

3. Information Technology Monthly Budget Report

RESULT: COMPLETED

4. Information Technology Monthly Activity Report

RESULT: COMPLETED

Discussion Items

5. County Office Building Activities Room

RESULT: COMPLETED

6. County Office Building Gymnasium

RESULT: COMPLETED

7. Update on Potential Move of City Court Facilities

RESULT: COMPLETED

8. Discussion Regarding Jurors and County Courthouse

RESULT: COMPLETED

9. Facility Cleaning

RESULT: COMPLETED



Buildings & Grounds Committee

Committee Meeting

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

~ Minutes ~

Tuesday, May 10, 2022

10:00 AM

Board Room

CALL TO ORDER

The meeting was called to order at 10:13 AM by Committee Vice Chair Eugene Waldbauer

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Committee Member	Present	
Beau Harbin	Cortland County, NY	Committee Member	Present	
Ronald J. Van Dee	Cortland County, NY	Committee Member	Present	
Ann Homer	Cortland County, NY	Committee Member	Present	
Paul Heider	Cortland County, NY	Committee Chair	Excused	
Joseph Nauseef	Cortland County, NY	Committee Member	Present	
Eugene Waldbauer	Cortland County, NY	Committee Vice Chair	Present	
Jack Hess	Cortland County, NY	Director, Information Technology	Present	
Thomas McGrath	Cortland County, NY	Deputy Director, Information Technology	Present	
Laurie Leonard	Cortland County, NY	Personnel Officer	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Christopher Newell	Cortland County, NY	Board Member	Present	
Charles Miller	Cortland County, NY	Superintendent Buildings and Grounds	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Present	
Andrea Herzog	Cortland County, NY	Finance Director	Present	

Minutes Acceptance: Minutes of May 10, 2022 10:00 AM (MINUTES)

MINUTES

1. Buildings & Grounds Committee - Committee Meeting - Apr 12, 2022 10:00 AM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Ann Homer, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Bentley, Harbin, Van Dee, Homer, Nauseef, Waldbauer
EXCUSED:	Paul Heider

RESOLUTIONS

AGENDA ITEM NO. 1 – Amend Resolution 68-22/Authorize County Administrator to Enter into Agreements for the Cortland County Age Well Center - Buildings & Grounds/Area Agency on Aging

RESULT:	APPROVED [UNANIMOUS]
	Next: 5/26/2022 6:00 PM
MOVER:	Ann Homer, Committee Member
SECONDER:	Ronald J. Van Dee, Committee Member
AYES:	Bentley, Harbin, Van Dee, Homer, Nauseef, Waldbauer
EXCUSED:	Paul Heider

ON MOTION OF HEIDER**RESOLUTION NO.**

Amend Resolution 68-22/Authorize County Administrator to Enter into Agreements for the Cortland County Age Well Center - Buildings & Grounds/Area Agency on Aging

WHEREAS, the Cortland County Legislature adopted Resolution No. 68-22, which authorized the allocation of \$175,000 of the federal aid revenue to the Cortland County Age Well Center, AND

WHEREAS, it was the intent of the Legislature to authorize the County Administrator, upon recommendation of the Director of the Area Agency on Aging and/or the Superintendent of Buildings and Grounds, to execute agreements for the Cortland County Age Well Center, NOW THEREFORE BE IT

RESOLVED, that Resolution No. 68-22 be and hereby is amended to authorize the County Administrator, upon review and approval by the County Attorney or designee, to enter into agreements for the Cortland County Age Well Center.

DISCUSSION ITEMS and Monthly Reports

1. IT Monthly Report

RESULT:	COMPLETED
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2. Buildings & Grounds Monthly Activities Report

RESULT:	COMPLETED
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EXECUTIVE SESSION

It was MOVED by Ms. Homer, seconded by Mr. Bentley, and unanimously approved by voice vote of members present, to enter into an executive session to discuss the employment history of a particular person . MOTION CARRIED.

An executive session was held from 10:19 a.m. to 10:28 a.m., at which time on motion of Ms. Homer, seconded by Mr. Bentley, and unanimously approved by voice vote of members present to exit executive session.

COMMITTEE APPROVAL

1. Committee Approval to Hire a Permanent Full-Time Buildings & Grounds Employee (Position Already Exists)

RESULT:	APPROVED [5 TO 1]
MOVER:	Ann Homer, Committee Member
SECONDER:	Joseph Nauseef, Committee Member
AYES:	Bentley, Harbin, Homer, Nauseef, Waldbauer
NAYS:	Ronald J. Van Dee
EXCUSED:	Paul Heider

ADJOURNMENT

The meeting was closed at 10:34 AM

Dedicated to People Flow®



KONE MODERNIZATION PROPOSAL

Proposal:
Proposal Date:

Cortland County Ofc Bldg - Modernization
05/10/2022



May 10, 2022

KONE Inc.
Elevators & Escalators

836 North State Street
Syracuse, New York, 13208
Mobile 315-558-4841
sandi.shaughnessy@kone.com
www.kone.us

Mr. Chuck Miller
Cortland County
60 Central Avenue
Cortland NY 13045

Dear Mr. Miller,

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment located at the following address for the amount of **\$97,500.00** (excl. tax):

Cortland County Office Building, 60 Central Avenue, Cortland NY

- This proposal is based on 2022 installation.
- This proposal is valid for (30) days.
- Anticipated downtime: 4-5 weeks per unit for modernization + 1 day for test/inspection.

Please know that we are available to assist you in coordinating the work by others as further described in our "Bid Attachment B". Should you have any questions or require additional information, please feel free to contact me directly.

We look forward to hearing from you and working together on this project.

Sincerely,

Sandi Shaughnessy

Attachment: T-0004603728 - Cortland County Office Bldg (OMNIA) (10714 : KONE/Omnia Presentation - County Office Building Elevator)



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Appendix 1: KONE 24/7 Connected Services

Appendix 2: Clarifications

Appendix 3: Bid Attachment "A" / KONE Inc. General Terms and Conditions (Modernization)

Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades



Exhibit 4

**KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance,
Repair, Modernization and Related, Products, Services and Solutions under the U.S.
Communities Program utilizing the Terms and Conditions of the City of Kansas
City Master Contract
(Reference GENRL-EV2516 dated December 1st, 2018)**

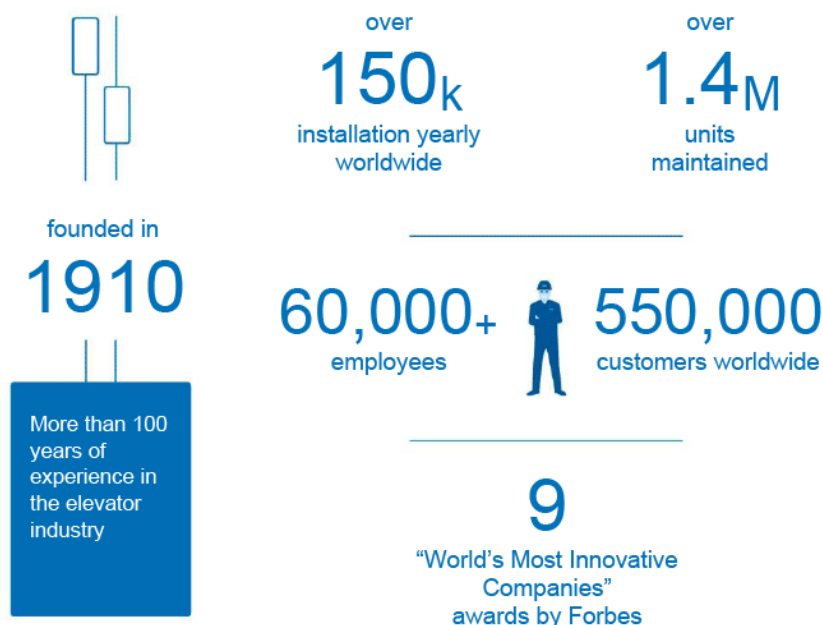
The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018) ("Contract"), together with those terms and conditions contained in this Exhibit 4 (collectively, "Service Agreement"). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail.

1. Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our mission is to make cities better places to live.

Our versatile product portfolio features a wide range of innovative products including elevators, escalators, autowalks, monitoring, access and destination control systems.



Value for your project

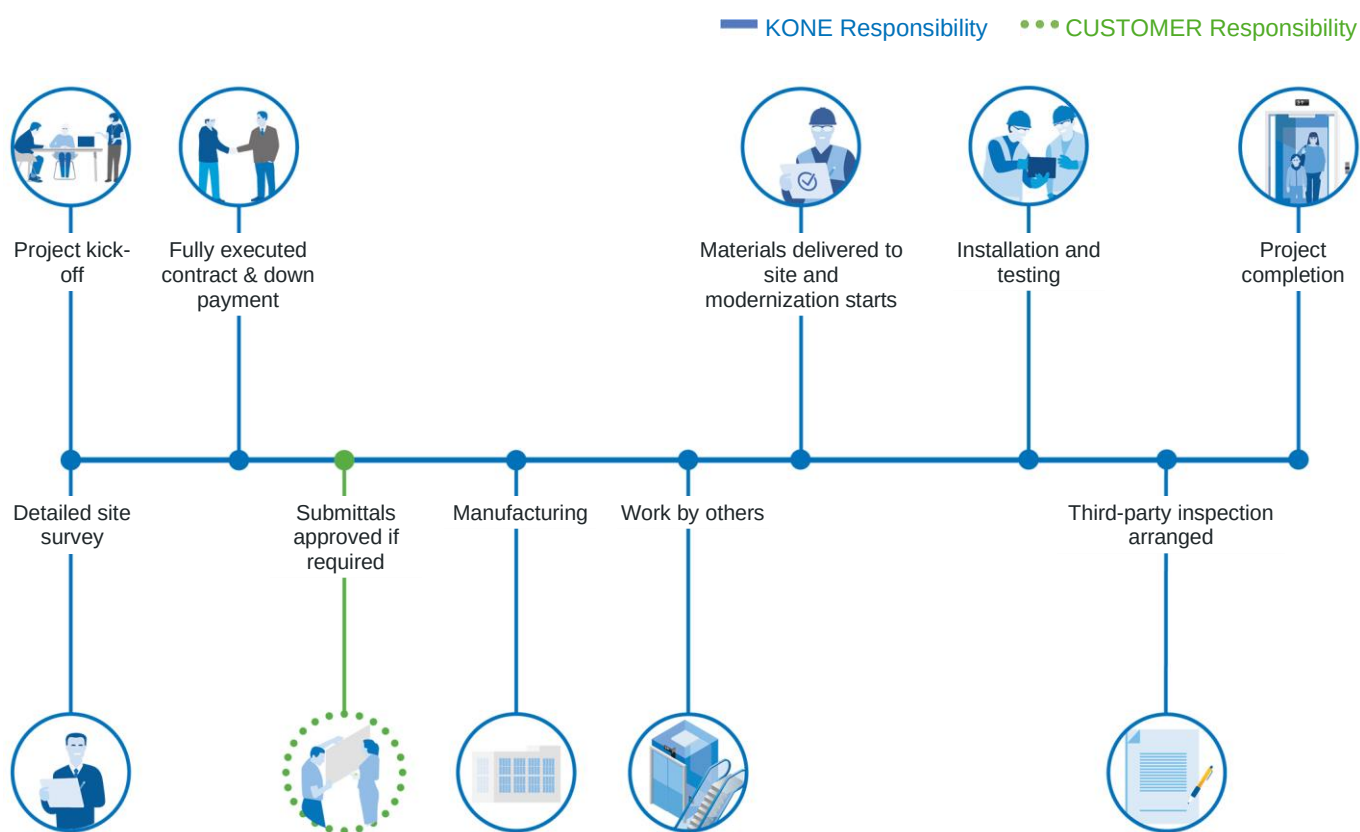
KONE helps you to reduce operational costs, increase end-user satisfaction and value of your building by providing accessible and safe equipment through a professional and trouble-free modernization project.

- ✓ Increased user satisfaction/minimal disturbance to end-users
- ✓ Improved eco-efficiency, reduced energy consumption
- ✓ Improved safety according to latest standards



2. Ensuring your project success

Project Overview



Site Cornerstones

By ensuring that these cornerstones are in place you can ensure that your modernization project stays on schedule and that KONE technicians can perform their work quickly, safely, and with minimum disruption to building operations.

1

Site preparation requirements before materials arrive

- Loading and storage area of suitable size for materials, waste and waste storage, and tools
- Safe access route for new materials and materials being removed
- Access permissions and cards or other access devices for KONE technicians

2

Other works as agreed in the project plan, if not managed by KONE

- Please refer to Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades



3. Your solution

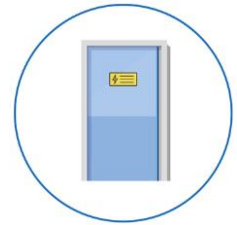
Rated load	2100 lbs
Rated speed	125 fpm
Travel height	39 ft 9 in
Number of floors	4 floors / 4 front openings

Electrification

KONE HydroMod DX

KONE HydroMod DX is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE HydroMod DX is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.

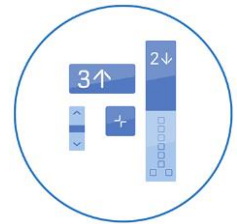
A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, troubleshooting, and adjusting without requiring the use of an outside service tool.



Fixtures

ReVive 500/600 Signalization

New KONE car & hall signalization shall be provided.





Doors

Door Panel(s)

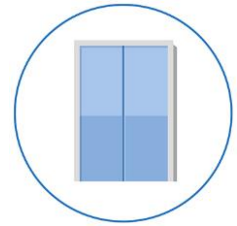
New door panel(s) shall be provided where applicable.

Curtain of Light

The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.

GAL Door Equipment

A new car door operator shall be installed and arranged to automatically open and close the car door panel. The opening and closing shall be made smoothly and shall be cushioned at both final limits of travel. The door operator shall be arranged so that, in the event of a power failure of the operating circuits, the car doors cannot be readily opened by hand from within the elevator cab. The elevator shall not be able to move away from a landing until the car door panel is fully closed. The car door shall be equipped with a contact, which will prevent operation of the car unless the car door is closed. The contact shall be of the approved type and tested as required by code.



Hydraulic equipment

Field Pipe & Accessories

New field pipe and or accessories shall be provided as required.

Power Unit

A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.

Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load.

An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective.





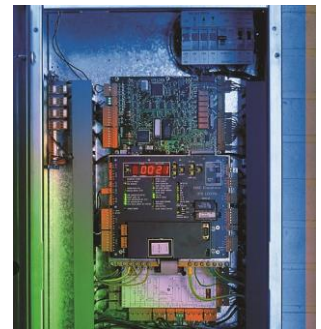
Solution details

Elevator / Solution 1

Electrification

Product name KONE HydroMod DX

Elevator group size	Simplex
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Power supply voltage [V]	480
Type of power unit	Submersible
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
New motor size (hp)	25
Motor Starts per Hour	80 Standard
Card reader provisions	Controller will be equipped with card reader interface logic.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 2-D type will be provided.
Qty of COPs	1
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable.
Hoistway duct	KONE will remove all existing wiring, conduit and duct from the hoistway. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).





Fixtures

Product name ReVive 500/600 Signalization

Elevator group size	Simplex
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
Card reader provisions	Controller will be equipped with card reader interface logic.
Car fixture display color	The Car Operating Panel will incorporate an amber car position indicator, showing car position in the hoistway with single or dual numeral and/or letter floor designations along with an arrow corresponding to the direction of car travel.
Car fixture material	Car fixture material finish will be #4 stainless steel.
Car fixture mounting	Car fixtures will be a flush mount design style.
Car position indicator type	Dot Matrix
Qty of COPs	1
Hall fixture display color	Amber
Hall fixture material	Hall fixture material finish will be #4 stainless steel.
Hall fixture mounting	Hall fixtures will be a surface mount design style.
Hall position indicator size	1
Hall position indicator type	Dot Matrix
Qty of hall stations (6.6" X 25")	4
Qty of new hall lantern/position indicator combos	1
Qty of car direction lanterns	1
Fire keyswitch type	FEO-K1 National Code
Jamb braille	New code compliant elevator jamb braille will be provided.
Qty of hoistway access switches	2



Doors

Product name Door Panel(s)

Car panel finishing material	New car door panel(s) shall be provided where applicable. Finish will be #4 stainless steel.
Door type	Single speed side opening.





Product name Curtain of Light

Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 2-D type will be provided.



Product name GAL Door Equipment

Elevator group size	Simplex
NEMA rating (HW)	Hoistway rating is NEMA 1.
Car Hanger and Track	A new car hanger and track will be provided.
Door type	Single speed side opening.
Hatch Door Closer	New hatch door closers will be provided at the specified number of openings.
Hatch Door Drive and interlock	New hatch door drives and interlocks will be provided at the specified number of openings.

Hydraulic equipment

Product name Field Pipe & Accessories

New field pipe	All existing oil line piping (including the victaulic couplings) leading from the hydraulic cylinder(s) to the Power Unit will be replaced. This work will include provision of the necessary victaulic couplings. Schedule 40 pipe will be utilized.
Field Pipe Size	2"
Mainline Shutoff Valves	A manual safety valve will be supplied in the oil line at the jack unit (pit) designed to shut off the flow of oil from the cylinder and bring the car to rest in case the car attains excessive down speed.

Product name Power Unit

Type of power unit	Submersible
New motor size (hp)	25
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Field Pipe Length (in)	240
Field Pipe Size	2"
Jack location	Inground
Jack type	Single Stage
Load class	Passenger
Qty Jacks per Car	1



4. Commercial Offer

Project notes

OMNIA Partners
Cortland County Office Building, 4-stop, 2100 lb, 125 fpm passenger elevator

Handover date

Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is 15 weeks from when order receipt, deposit and approval of drawings have all been completed. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

Downtime period

4-5 weeks per unit

Warranty/maintenance

Our Proposal includes 12 months of KONE standard maintenance including regular time callback service. The Product Warranty is specified in Bid Attachment A. Installation by KONE of any parts covered under the Product Warranty on parts will only occur while KONE maintains an active maintenance contract. The Product Warranty and Warranty Maintenance commences on the date of acceptance set forth in the Uniform Final Acceptance Form. For long-term reliability, a continuing maintenance agreement is necessary. This Proposal is conditioned upon KONE receiving a ten (10) year KONE Extended Warranty maintenance contract from ownership prior to the date of acceptance set forth in the Uniform Final Acceptance Form.

Pricing

Equipment	Fixtures	Car Doors	Electrification	Hydraulic equipment	Price (\$)
Elevator: Solution 1	•	•	•	•	\$ 97,500.00

Total Sales Price, net excluding TAX **\$ 97,500.00**

Additional Options for your Consideration

Alternates	Price excl. tax
Alternate 1 - Replace hoistway door panels and related door equipment (4 landings)	\$14,000.00
Alternate 2 - Provide a new cab interior package (laminated faced wall panels, stainless steel pan island ceiling with LED downlights)	\$15,700.00

Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to the purchaser with recommendations and cost for corrective action.



Tender Approval

KONE

Sandi Shaughnessy
836 North State Street
Syracuse, New York, 13208
sandi.shaughnessy@kone.com

Owner/Representative

Chuck Miller
Cortland County
60 Central Avenue, Suite 316
Cortland New York, 13045

Submitted by:

Sandi Shaughnessy
Sr. Sales Executive
May 10, 2022

We accept the offer constituted by this proposal (total sales price of \$97,500.00) and agree to the conditions contained therein.

Approved by Customer

Printed name:

Title:

Company name:

Date:



Appendix 1: KONE 24/7 Connected Services

KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind



In addition to a quality modernization project, we would be excited to discuss KONE 24/7 Connected Services with you and the continuing benefits KONE could bring to your business. KONE is leading the industry with KONE 24/7 Connected Services using the latest intelligent elevator technology allowing us to predict issues and take action before a shutdown occurs. Predictive maintenance allows fewer shutdowns, less call-outs, and improved up-time of equipment - all leading to a better user experience!



Read more at
kone.us/connected



Appendix 2: Clarifications

1. Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and Attachments "A" and "B".
2. All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser's responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
3. Existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
4. Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades' failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
5. The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
6. In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
7. Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
8. Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations 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, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer 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 ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer's sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos 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.
9. Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
10. For hydraulic elevators, we can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of oil, rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.
11. Proposed solution is subject to a complete engineering review by KONE engineering team to confirm feasibility of products proposed. Additional charges may apply for work not included, but required to meet system requirements. Additional charges for this work (if applicable) shall be mutually agreed upon.



Appendix 3: Bid Attachment “A” / KONE Inc. General Terms and Conditions (Modernization)

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the “Proposal”).

2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter (“Equipment”), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE’s letter specifying the ship date (“Ship Date Letter”) signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

Payment of the total Price is due within 30 days from invoice date, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys’ fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first. If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE’s scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements (“Site Requirements”), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE’s materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation.

KONE’s site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE’s site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE’s work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE’s standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE’s control, Customer shall store the Equipment at Customer’s cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization. KONE shall not be required to perform overtime or any Customer directed change to its work (“Extra Work”) without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE’s right to seek payment for Extra Work performed.

KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages.



Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

6. TEMPORARY USE

Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

7. HAZARDOUS MATERIALS

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"). 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 Customer's sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE's Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made and, in the case of suspension or termination for non-payment, the parties agree that KONE may retake possession and remove any or all of KONE's works, Equipment or apparatus without material damage to the property and irrespective of the manner in which the same is attached or affixed. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

9. TURNOVER

Prior to turnover, KONE must receive a final punch list. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

10. DELAY

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor.

12. INDEMNIFICATION

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent. KONE shall not provide any information such as KONE's internal manuals, manufacturing drawings, source codes, or other proprietary and confidential information, all of which are excluded from the Proposal.



14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs, insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. The insurance requirements contained in the wrap up insurance program's manual shall govern as the only insurance requirements for this Project. In the event that the wrap up insurance program is terminated before completion of KONE's Work, KONE will provide its standard insurance certificates which shall satisfy the insurance requirements for this Project. This shall apply to the project specific Wrap Up Insurance Program's Manual and any applicable enrollment documents. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

16. CONCEALED OR UNKNOWN CONDITIONS

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. TECHNICAL SURVEY

KONE's Price and obligations under this Proposal are subject to a technical survey to be performed on Customer's existing units within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer shall immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the unit. If additional work is necessary, KONE shall provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Proposal/contract without penalty.

18. TERMINATION

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

20. PRICE ADJUSTMENT

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty or other similar means), or a change in law that imposes tariffs on raw materials or finished goods.

21. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.



Appendix 4: Bid Attachment “B” / Site Requirements & Work by Other Trades

The work described below is a summary of work to be performed by others (“Work by Other Trades”) that may be required in conjunction with the elevator modernization performed by KONE (the “Work”). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others. Purchaser shall provide the following unless specifically included in KONE’s Work:

1. ELECTRICAL

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code.
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified.
- Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for KONE 24/7 Emergency Communications, when specified. Must include the means to disconnect each service and lock-off in the “open” position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

If required by building code: standby/emergency power, sufficiently sized to provide power of permanent characteristics to each elevator’s disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

2. MACHINE ROOM

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7’-0”.
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

3. HOISTWAY

- A code-compliant hoistway, constructed in accordance with KONE’s requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4”.
- Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A guarded light fixture and light switch in pit. Switch must be located 42” above the lowest landing floor level.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary sewer systems, retention ponds, etc.). Elevator hoistway ventilation to the outside atmosphere as required by building code.

4. FIRE SERVICE

- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12” of each sprinkler head.



5. ACCESS INTEGRATION/SECURITY

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- A designated 115V 15A circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

6. COUNTERWEIGHTING

- Pricing is based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

7. RK1 FUSES AND CIRCUIT BREAKERS

- Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

8. GENERAL

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
- All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.
- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.
- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.

KONE



KONE ELEVATORS & ESCALATORS

AN OMNIA PARTNERS® SUPPLIER

Skip the RFP

with pre-negotiated rates
and terms, and save time

Stay on budget

with negotiated
billing rates

Maintain control

with flexible &
transparent service

OMNIA
PARTNERS



CUT TIME AND COSTS—NOT CORNERS

Get industry-leading vertical transportation without the RFP

Your dedicated partner

KONE is proud to be a designated OMNIA Partners supplier for elevator and escalator maintenance, repair, modernization and new construction.

Simplified process

Utilizing the OMNIA Partners process, there's no need for an RFP.

Negotiated billing rates

Your contract is pre-negotiated with exclusive rates available only to participants of OMNIA Partners.

You maintain control

Agency remains in full control of the purchasing process and supplier selection.

Flexible contract duration

With a base contract of 6 years with five (5) 1-year options, it will provide you with the confidence, support and benefits of a trusted partner.

Peace of mind

As the leading government purchasing cooperative, OMNIA Partners holds suppliers like KONE to high standards of quality and reliability.

WHY KONE?



SERVICE TRANSPARENCY

With KONE Care, you get real time updates on the go and an intuitive online dashboard to help you stay up to date and code compliant.



INDUSTRY-LEADING TECHNOLOGY

From predictive maintenance with KONE 24/7 Connected Services to sophisticated life cycle asset management, we'll help you stay one step ahead.



WE'VE GOT YOUR BACK

We hold extensive expertise across all makes of elevators and escalators, combined with a 24/7/365 North American call center to handle your service needs.



HEALTH & WELL-BEING SOLUTIONS

KONE has a growing portfolio of robust solutions to help prevent the spread of microbes including elevator air sanitizers touch-free call buttons, and self-cleaning surfaces.

Brad Fleming
Director, Institutional Market
Brad.Fleming@kone.com
(309) 314-0880

Michael Lynch
National Account Manager, Service Business
Michael.Lynch@kone.com
(916) 201-7122

CITY OF KANSAS CITY

Contract No. GENRL – EV2516

OMNIAPARTNERS@KONE.COM



CORTLAND COUNTY BUILDINGS & GROUNDS
Safety Office and Code Enforcement
60 Central Ave. B-28
Cortland, NY 13045-2746



4.3.a

Chuck Miller, B&G Superintendent 607-753-5068

David Clay Jr., BM Foreperson 607-753-5190

TO: B&G Committee

FROM: Chuck Miller, Superintendent, Safety and Code Enforcement Officer

DATE: 6/2/2022

SUBJECT: Activities Report for May 2022

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.

NOTE: It continues to be difficult with absences, services and material not coming in on schedule, but the team is still showing progress on all fronts including the Crescent Commons project as it nears a soft opening.

We had 0 days of full staff due to time off and medical as well as open positions

- 1) All inspections and modifications should be complete by the time you receive this, City Code will be presented with the documentation for Temporary Certificate of Occupancy until warming kitchen plans are completed for submittal, still shooting for June opening pending City Approval.
- 2) I have investigated incidents for the Safety office, and recorded over 20+ reports. Fire drills and inspections scheduled.
- 3) Always working on space issues in the County Office Building with Administrator Corpora.
- 4) Completed run through with KONE elevator and presenting budget number for County Office Building elevator renovations/scope to go out for RFP per approval.
- 5) Worked with Stark Companies and RL Kistler as an Omnia option may be forthcoming for 3rd floor HVAC upgrades.
- 6) Lead Asbestos survey has been done at 111 Port Watson, results and abatement specs to follow.
- 7) Safety inspections continue, correcting issues found created new online training with OneGroup to deploy trainings pertaining to emergency, exit, and SIP protocol.
- 8) Contracts for Court House roof, Alarm monitoring are and complete, all projects to begin soon.
- 9) Recapitulation of State Court reimbursement budget is complete
- 10) Once again removed snow equipment, hopefully this time for good.
- 11) Bell and Spina Contract preliminary specs were emailed to you all, should have specs for bidding process soon.
- 12) Staffing issues have increase as we have lost 2 employees in the last 2 weeks, it continues to be an issue for us due to COVID, illness and injury.
- 13) Continue the process of equipment replacement as well as purchase, awaiting delivery of new man lift in cooperation with County Highway Department, truck replacement has not taken place due to the lack of available units; one of our trucks will not make it another season. Skid steer replacement should be done by August.
- 14) The landfill generator has failed, cause was infestation of rats and mice repair is no longer an option due to age and cost, RFP was completed awaiting Administrator approval.
- 15) Attended meetings on Court House, Wages, Personnel, Crescent Commons, Dwyer Park, PERMA, and One Group.
- 16) The meeting to kick off what is going to take place at the Court House for City Court to move into our Courthouse appears to be taking place in June.
- 17) Exterior Jail door replacement complete, during process other issues have been identified, we are working diligently to repair or replace the affected items.
- 18) ASSA Abloy contract complete replacement of emergency exits at Court House to start soon.

Attachment: Departmental activities report 5-2022 (10710 : Buildings & Grounds Activities Report)



CORTLAND COUNTY BUILDINGS & GROUNDS
Safety Office and Code Enforcement
60 Central Ave. B-28
Cortland, NY 13045-2746



4.3.a

Chuck Miller, B&G Superintendent 607-753-5068

David Clay Jr., BM Foreperson 607-753-5190

I continue to communicate that the slowness of vendor response as well as some emergency calls has not improved as yet, and in some cases has worsened. Vendors are sitting low staffing numbers, difficulty in getting raw materials and parts to complete and supply parts and equipment.

Respectfully
Chuck Miller
Superintendent of Building and Grounds
Code/Safety officer

Attachment: Departmental activities report 5-2022 (10710 : Buildings & Grounds Activities Report)

Dedicated to People Flow®



KONE MODERNIZATION PROPOSAL

Proposal:
Proposal Date:

Cortland County Ofc Bldg - Modernization
05/10/2022



May 10, 2022

KONE Inc.
Elevators & Escalators

836 North State Street
Syracuse, New York, 13208
Mobile 315-558-4841
sandi.shaughnessy@kone.com
www.kone.us

Mr. Chuck Miller
Cortland County
60 Central Avenue
Cortland NY 13045

Dear Mr. Miller,

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment located at the following address for the amount of **\$97,500.00** (excl. tax):

Cortland County Office Building, 60 Central Avenue, Cortland NY

- This proposal is based on 2022 installation.
- This proposal is valid for (30) days.
- Anticipated downtime: 4-5 weeks per unit for modernization + 1 day for test/inspection.

Please know that we are available to assist you in coordinating the work by others as further described in our "Bid Attachment B". Should you have any questions or require additional information, please feel free to contact me directly.

We look forward to hearing from you and working together on this project.

Sincerely,

Sandi Shaughnessy

Attachment: T-0004603728 - Cortland County Office Bldg KONE (10710 : Buildings & Grounds Activities Report)



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Appendix 1: KONE 24/7 Connected Services

Appendix 2: Clarifications

Appendix 3: Bid Attachment "A" / KONE Inc. General Terms and Conditions (Modernization)

Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades

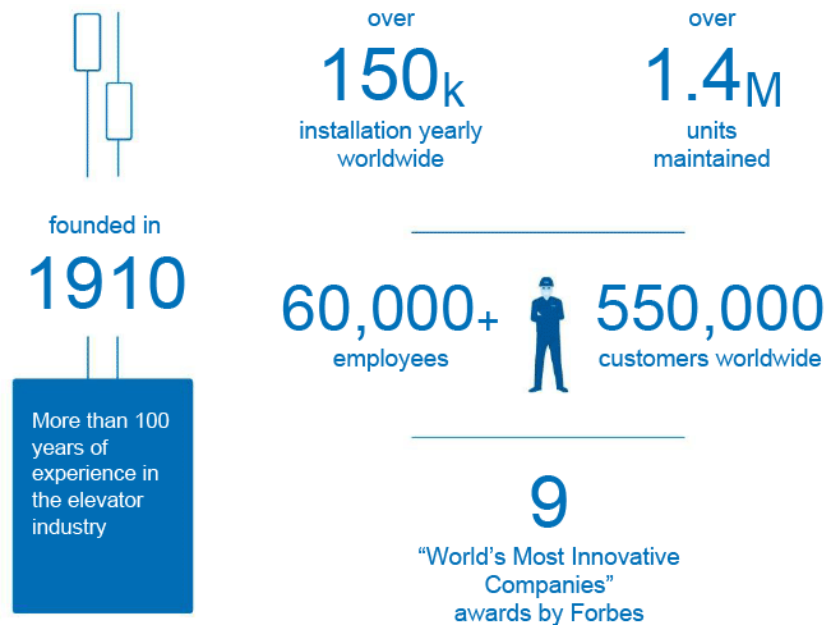


1. Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our mission is to make cities better places to live.

Our versatile product portfolio features a wide range of innovative products including elevators, escalators, autowalks, monitoring, access and destination control systems.



Value for your project

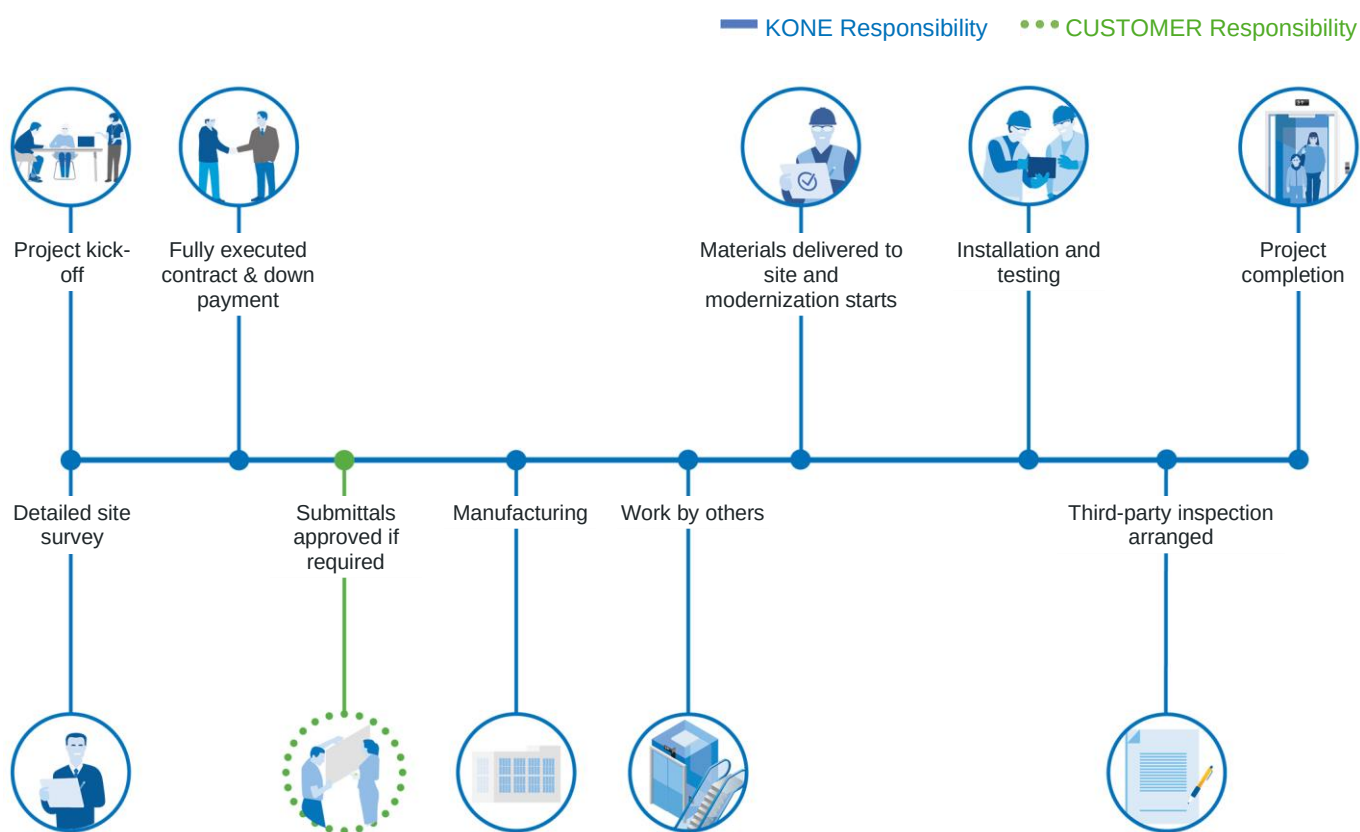
KONE helps you to reduce operational costs, increase end-user satisfaction and value of your building by providing accessible and safe equipment through a professional and trouble-free modernization project.

- ✓ Increased user satisfaction/minimal disturbance to end-users
- ✓ Improved eco-efficiency, reduced energy consumption
- ✓ Improved safety according to latest standards



2. Ensuring your project success

Project Overview



Site Cornerstones

By ensuring that these cornerstones are in place you can ensure that your modernization project stays on schedule and that KONE technicians can perform their work quickly, safely, and with minimum disruption to building operations.

1

Site preparation requirements before materials arrive

- Loading and storage area of suitable size for materials, waste and waste storage, and tools
- Safe access route for new materials and materials being removed
- Access permissions and cards or other access devices for KONE technicians

2

Other works as agreed in the project plan, if not managed by KONE

- Please refer to Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades



3. Your solution

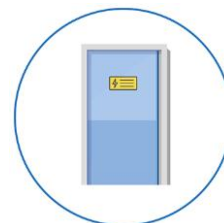
Rated load	2100 lbs
Rated speed	125 fpm
Travel height	39 ft 9 in
Number of floors	4 floors / 4 front openings

Electrification

KONE HydroMod DX

KONE HydroMod DX is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE HydroMod DX is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.

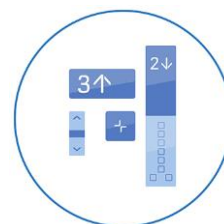
A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, troubleshooting, and adjusting without requiring the use of an outside service tool.



Fixtures

ReVive 500/600 Signalization

New KONE car & hall signalization shall be provided.





Doors

Door Panel(s)

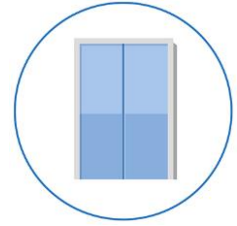
New door panel(s) shall be provided where applicable.

Curtain of Light

The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.

GAL Door Equipment

A new car door operator shall be installed and arranged to automatically open and close the car door panel. The opening and closing shall be made smoothly and shall be cushioned at both final limits of travel. The door operator shall be arranged so that, in the event of a power failure of the operating circuits, the car doors cannot be readily opened by hand from within the elevator cab. The elevator shall not be able to move away from a landing until the car door panel is fully closed. The car door shall be equipped with a contact, which will prevent operation of the car unless the car door is closed. The contact shall be of the approved type and tested as required by code.



Hydraulic equipment

Field Pipe & Accessories

New field pipe and or accessories shall be provided as required.

Power Unit

A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.

Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load.

An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective.





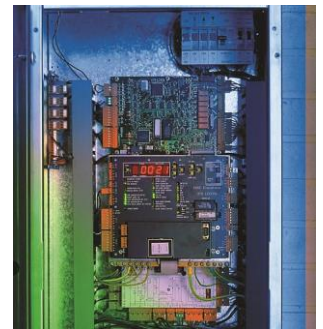
Solution details

Elevator / Solution 1

Electrification

Product name KONE HydroMod DX

Elevator group size	Simplex
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Power supply voltage [V]	480
Type of power unit	Submersible
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
New motor size (hp)	25
Motor Starts per Hour	80 Standard
Card reader provisions	Controller will be equipped with card reader interface logic.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 2-D type will be provided.
Qty of COPs	1
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable.
Hoistway duct	KONE will remove all existing wiring, conduit and duct from the hoistway. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).





Fixtures

Product name ReVive 500/600 Signalization

Elevator group size	Simplex
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
Card reader provisions	Controller will be equipped with card reader interface logic.
Car fixture display color	The Car Operating Panel will incorporate an amber car position indicator, showing car position in the hoistway with single or dual numeral and/or letter floor designations along with an arrow corresponding to the direction of car travel.
Car fixture material	Car fixture material finish will be #4 stainless steel.
Car fixture mounting	Car fixtures will be a flush mount design style.
Car position indicator type	Dot Matrix
Qty of COPs	1
Hall fixture display color	Amber
Hall fixture material	Hall fixture material finish will be #4 stainless steel.
Hall fixture mounting	Hall fixtures will be a surface mount design style.
Hall position indicator size	1
Hall position indicator type	Dot Matrix
Qty of hall stations (6.6" X 25")	4
Qty of new hall lantern/position indicator combos	1
Qty of car direction lanterns	1
Fire keyswitch type	FEO-K1 National Code
Jamb braille	New code compliant elevator jamb braille will be provided.
Qty of hoistway access switches	2



Doors

Product name Door Panel(s)

Car panel finishing material	New car door panel(s) shall be provided where applicable. Finish will be #4 stainless steel.
Door type	Single speed side opening.





Product name **Curtain of Light**

Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 2-D type will be provided.



Product name **GAL Door Equipment**

Elevator group size	Simplex
NEMA rating (HW)	Hoistway rating is NEMA 1.
Car Hanger and Track	A new car hanger and track will be provided.
Door type	Single speed side opening.
Hatch Door Closer	New hatch door closers will be provided at the specified number of openings.
Hatch Door Drive and interlock	New hatch door drives and interlocks will be provided at the specified number of openings.

Hydraulic equipment

Product name **Field Pipe & Accessories**

New field pipe	All existing oil line piping (including the victaulic couplings) leading from the hydraulic cylinder(s) to the Power Unit will be replaced. This work will include provision of the necessary victaulic couplings. Schedule 40 pipe will be utilized.
Field Pipe Size	2"
Mainline Shutoff Valves	A manual safety valve will be supplied in the oil line at the jack unit (pit) designed to shut off the flow of oil from the cylinder and bring the car to rest in case the car attains excessive down speed.

Product name **Power Unit**

Type of power unit	Submersible
New motor size (hp)	25
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Field Pipe Length (in)	240
Field Pipe Size	2"
Jack location	Inground
Jack type	Single Stage
Load class	Passenger
Qty Jacks per Car	1



4. Commercial Offer

Project notes

Cortland County Office Building, 4-stop, 2100 lb, 125 fpm passenger elevator

Handover date

Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is 15 weeks from when order receipt, deposit and approval of drawings have all been completed. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

Downtime period

4-5 weeks per unit

Warranty/maintenance

Our Proposal includes 12 months of KONE standard maintenance including regular time callback service. The Product Warranty is specified in Bid Attachment A. Installation by KONE of any parts covered under the Product Warranty on parts will only occur while KONE maintains an active maintenance contract. The Product Warranty and Warranty Maintenance commences on the date of acceptance set forth in the Uniform Final Acceptance Form. For long-term reliability, a continuing maintenance agreement is necessary. This Proposal is conditioned upon KONE receiving a ten (10) year KONE Extended Warranty maintenance contract from ownership prior to the date of acceptance set forth in the Uniform Final Acceptance Form.

Pricing

Equipment	Fixtures	Car Doors	Electrification	Hydraulic equipment	Price (\$)
Elevator: Solution 1	•	•	•	•	\$ 97,500.00

Total Sales Price, net excluding TAX **\$ 97,500.00**

Additional Options for your Consideration

Alternates	Price excl. tax
Alternate 1 - Replace hoistway door panels and related door equipment (4 landings)	\$14,000.00
Alternate 2 - Provide a new cab interior package (laminated faced wall panels, stainless steel pan island ceiling with LED downlights)	\$15,700.00

Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to the purchaser with recommendations and cost for corrective action.



Tender Approval

KONE

Sandi Shaughnessy
836 North State Street
Syracuse, New York, 13208
sandi.shaughnessy@kone.com

Owner/Representative

Chuck Miller
Cortland County
60 Central Avenue, Suite 316
Cortland New York, 13045

Submitted by:

Sandi Shaughnessy
Sr. Sales Executive
May 10, 2022

We accept the offer constituted by this proposal (total sales price of \$97,500.00) and agree to the conditions contained therein.

Approved by Customer

Printed name:

Title:

Company name:

Date:

Attachment: T-0004603728 - Cortland County Office Bldg KONE (10710 : Buildings & Grounds Activities Report)



Appendix 1: KONE 24/7 Connected Services

KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind



In addition to a quality modernization project, we would be excited to discuss KONE 24/7 Connected Services with you and the continuing benefits KONE could bring to your business. KONE is leading the industry with KONE 24/7 Connected Services using the latest intelligent elevator technology allowing us to predict issues and take action before a shutdown occurs. Predictive maintenance allows fewer shutdowns, less call-outs, and improved up-time of equipment - all leading to a better user experience!



Read more at
kone.us/connected



Appendix 2: Clarifications

1. Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and Attachments "A" and "B".
2. All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser's responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
3. Existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
4. Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades' failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
5. The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
6. In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
7. Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
8. Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations 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, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer 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 ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer's sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos 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.
9. Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
10. For hydraulic elevators, we can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of oil, rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.
11. Proposed solution is subject to a complete engineering review by KONE engineering team to confirm feasibility of products proposed. Additional charges may apply for work not included, but required to meet system requirements. Additional charges for this work (if applicable) shall be mutually agreed upon.



Appendix 3: Bid Attachment “A” / KONE Inc. General Terms and Conditions (Modernization)

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the “Proposal”).

2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter (“Equipment”), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE’s letter specifying the ship date (“Ship Date Letter”) signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

Payment of the total Price is due within 30 days from invoice date, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys’ fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first. If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE’s scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements (“Site Requirements”), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE’s materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation.

KONE’s site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE’s site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE’s work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE’s standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE’s control, Customer shall store the Equipment at Customer’s cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization. KONE shall not be required to perform overtime or any Customer directed change to its work (“Extra Work”) without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE’s right to seek payment for Extra Work performed.

KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages.



Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

6. TEMPORARY USE

Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

7. HAZARDOUS MATERIALS

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"). 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 Customer's sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE's Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made and, in the case of suspension or termination for non-payment, the parties agree that KONE may retake possession and remove any or all of KONE's works, Equipment or apparatus without material damage to the property and irrespective of the manner in which the same is attached or affixed. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

9. TURNOVER

Prior to turnover, KONE must receive a final punch list. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

10. DELAY

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor.

12. INDEMNIFICATION

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent. KONE shall not provide any information such as KONE's internal manuals, manufacturing drawings, source codes, or other proprietary and confidential information, all of which are excluded from the Proposal.



14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs, insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. The insurance requirements contained in the wrap up insurance program's manual shall govern as the only insurance requirements for this Project. In the event that the wrap up insurance program is terminated before completion of KONE's Work, KONE will provide its standard insurance certificates which shall satisfy the insurance requirements for this Project. This shall apply to the project specific Wrap Up Insurance Program's Manual and any applicable enrollment documents. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

16. CONCEALED OR UNKNOWN CONDITIONS

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. TECHNICAL SURVEY

KONE's Price and obligations under this Proposal are subject to a technical survey to be performed on Customer's existing units within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer shall immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the unit. If additional work is necessary, KONE shall provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Proposal/contract without penalty.

18. TERMINATION

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

20. PRICE ADJUSTMENT

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty or other similar means), or a change in law that imposes tariffs on raw materials or finished goods.

21. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.



Appendix 4: Bid Attachment “B” / Site Requirements & Work by Other Trades

The work described below is a summary of work to be performed by others (“Work by Other Trades”) that may be required in conjunction with the elevator modernization performed by KONE (the “Work”). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others. Purchaser shall provide the following unless specifically included in KONE’s Work:

1. ELECTRICAL

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code.
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified.
- Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for KONE 24/7 Emergency Communications, when specified. Must include the means to disconnect each service and lock-off in the “open” position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

If required by building code: standby/emergency power, sufficiently sized to provide power of permanent characteristics to each elevator’s disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

2. MACHINE ROOM

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7’-0”.
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

3. HOISTWAY

- A code-compliant hoistway, constructed in accordance with KONE’s requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4”.
- Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A guarded light fixture and light switch in pit. Switch must be located 42” above the lowest landing floor level.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary sewer systems, retention ponds, etc.). Elevator hoistway ventilation to the outside atmosphere as required by building code.

4. FIRE SERVICE

- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12” of each sprinkler head.



5. ACCESS INTEGRATION/SECURITY

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- A designated 115V 15A circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

6. COUNTERWEIGHTING

- Pricing is based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

7. RK1 FUSES AND CIRCUIT BREAKERS

- Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

8. GENERAL

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
- All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.
- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.
- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.



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Information
Technology

CORTLAND COUNTY

Jack Hess
Director

Tom McGrath
Deputy Director

May 27, 2022

Information Technology May 2022 Monthly Report

Executive Summary

- IT
 - Discuss options for advanced end point protection
 - NYS is in the process of finalizing a contract with an end point protection provider that will give all counties access to that solution at no cost.
 - Replacement uninterruptable power supply (UPS)
 - Installed and waiting for the installation of a bypass switch.
 - Copier contract
 - Evaluating options with both Onondaga County and Suffolk County BOCES contracts.
 - Solicited department heads for any changes they may require to the copier configuration they currently have.
 - RFP's
 - Met with interested vendor on the 111 Port Watson St. fiber install project.
 - Complete and submit NYS DHSES Cyber Security Grant Application FY2020
 - \$48,000.00 requested.
 - Attend the NYS Local Government Information Technology Directors Association conference
 - Met with vendors
 - Received briefings from state agencies on the status of various projects
- Assigned Counsel/Personnel
 - The web site is now active on an internal web server and is nearing completion.
 - Even closer to completion than last month.
- DERC/Sheriff
 - Upgrade switches for better speed and failure protection.
- Highway
 - Purchase eight camera wireless system for Dwyer Park.
- City of Cortland
 - Worked with DC David Guerrero on vehicle location services problems in City patrol cars

Attachment: IT 2022_04_Monthly_Report_MAY (10725 : IT Monthly Report)

Departmental Priorities and Focus

Create a clear vision of IT for the future

- Status: In Process
 - The next committee meeting has not yet been scheduled.
 - Topics for discussion
 - Multi-factor authentication
 - Revising the county's security policy
 - A draft revision will be distributed within the next month

Cyber Security

- Status: In Process
 - Work with the state to conduct a cyber event tabletop exercise

Disaster recovery and business continuity planning

- Status: In Process
 - The county's infrastructure network assessment has been completed.
 - IT is in the process of reviewing this document and the suggestions

Get a backup air conditioning unit for the network operations center (NOC)

- Status: Complete
 - The new A/C unit is running and working very well.
 - My thanks to the vendor and our Building and Grounds staff for doing an outstanding job.

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)
- 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)

• Radwin	Radio maint.	\$5,000/year	3/13/2022	Info.
• Trebron	Anti-Virus	\$7,110/year	5/25/2022	Info.
• Pitney Bowes	Postage Meter	\$5,820/year	6/30/2022	Info.
• Cisco	WebEx	\$10,000/year	6/30/2022	Info.
• Palo Alto	Firewall maint.	\$8,000/year	8/9/2022	Info.
• Toshiba Business Sol.	Copier/Printers	\$63,000/year	9/30/2022	Info.
• SHI	SAN maintenance	\$24,000/year	12/31/2022	Info.
• Barracuda	Email archiver maint.	\$7,300/year	2/26/2023	Info.
• GoDaddy	SSL Certificate	\$450/year	7/15/2023	Info.
• Barracuda	Email security gateway	\$5,000/year	8/23/2023	Info.
• Momentum	Phones – Service	\$10,991/year	3/31/2024	Info.
• Barracuda	Load balancer maint.	\$5,000/year	12/16/2024	Info.
• Nitel	Internet Service	\$12,000/year	12/31/2024	Info.
• Verizon	Internet Service	\$12,000/year	12/31/2024	Info.
• All Mode	Phones - Support	\$15,699/year	12/31/2024	Info.
• Westlaw	Online Legal Search	\$17,000/year	8/31/2026	Info.