

PUBLIC WORKS COMMITTEE

WEDNESDAY, SEPTEMBER 3, 2025

INDEX OF RESOLUTIONS:		
COMMITTEE	RESOLUTION	TITLE
PW/B/R	G/11	RESOLUTION AMENDING RESOLUTION G/239/25 AND AUTHORIZING PAYMENT FOR THE REPAIR OF A GRADALL EXCAVATOR - HIGHWAY DEPARTMENT Motion Made By: Seconded By: Moved: Notes:
PW/B/R	G/14	RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF A SALT STORAGE BUNKER AT THE CROPSEYVILLE HIGHWAY GARAGE SITE - HIGHWAY DEPARTMENT Motion Made By: Seconded By: Moved: Notes:
C/PW/B/R	G/16	RESOLUTION AUTHORIZING CONTRACTS FOR ELEVATOR MAINTENANCE AT TROY COUNTY OFFICE BUILDING AND COUNTY COURTHOUSE FACILITIES - BUILDINGS DEPARTMENT Motion Made By: Seconded By: Moved: Notes:

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Bayly, Fleming

Sent To: Public Works

Committee

Date September 9, 2025

Resolution No. G/11

RESOLUTION AMENDING RESOLUTION G/239/25 AND AUTHORIZING PAYMENT FOR THE REPAIR OF A GRADALL EXCAVATOR – HIGHWAY DEPARTMENT

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolution G/239/25 approved the repair of a Gradall excavator by Alta Equipment Company at a cost not to exceed \$13,895.76 ; and

WHEREAS, An additional \$2,785.26 in labor requirements and parts are needed to complete the repair for a total cost of \$16,681.02; and

WHEREAS, The Highway Department has the necessary funds to cover the additional cost of the repair budgeted within the 2025 Rensselaer County Adopted Budget via appropriation code DM.5130.04500; now, therefore, be it

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign an amended purchase order for the above described repair.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 9, 2025

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: AMEND RESOLUTION - HEAVY EQUIPMENT REPAIR

Requested by: HIGHWAY DEPARTMENT

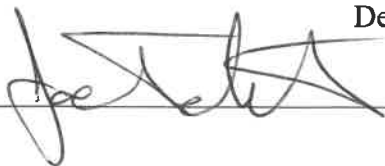
Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 2,785.26 current year
\$ 0 ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 2,785.26 and ongoing \$ _____
 - e) Other (please explain) _____
- 3) Is this expense or program mandated? Yes _____ No x
- 4) Length of expense or project (one time only, ongoing, etc.): One time only

Justification for the appropriation/expenditure requested. The Department would like to maintain its fleet of equipment in good working order. The equipment is essential to day-to-day operation of the Highway Department.

Department Head:



RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Bayly, Fleming

Sent To: Public Works

Committee

Date June 10, 2025

Resolution No. G/239/25

RESOLUTION AUTHORIZING THE REPAIR OF A GRADALL EXCAVATOR - HIGHWAY DEPARTMENT

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Highway Department ("Department") seeks Legislative approval to repair the hydraulic boom cylinder on a XL4100 Gradall excavator; and

WHEREAS, This Gradall is a frontline excavator used for various highway maintenance operations; and

WHEREAS, Pursuant to Resolution G/8/25, Alta Equipment Company was deemed a sole source vendor for parts and repairs for Gradall equipment; and

WHEREAS, The Department seeks to utilize the quote received from Alta Equipment Company, 17 Northway Lane, Latham, New York 12110 for the repair of the swing motor and gear box on the Gradall excavator at a cost not to exceed \$13,895.76; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or the Director of the Bureau of Central Services, is authorized to sign a purchase order for the above described repair.

Resolution ADOPTED by the following vote:

Ayes: 17

Nays: 0

Abstain: 0

June 10, 2025

Clerk of the Legislature

Sent to County Executive 6/11/25

Received from County Executive 6/24/25

Clerk of the Legislature



Executive Action

Approved ☒

Date 6/20/25

Disapproved ☐

Veto Message Attached and Returned to Clerk

[Signature]
County Executive



ALTA CONSTRUCTION EQUIPMENT NY
5985 Court Street Rd
SYRACUSE NY 13206

REMIT TO: ALTA CONSTRUCTION EQUIPMENT NEW YORK, LLC
P.O. BOX 22154
NEW YORK, NY 10087-2154

SERVICE INVOICE

ALTA CONSTRUCTION EQUIPMENT NY LLC
17 NORTHWAY LANE
LATHAM NY 12110
518-220-9500

INVOICE TO:

RENSSELAER COUNTY HWY
124 BLOOMINGROVE DRIVE
TROY NY 12180-0000

WORK SITE:

ALTA CONSTRUCTION EQUIPMENT NY LLC
17 NORTHWAY LANE
LATHAM NY 12110

INVOICE NO S11/8593	CUSTOMER NO BP0118117	CUSTOMER PO XL4100 S/N 0210017945	INVOICE DATE 6/23/2025	PAYMENT TERMS NET 30 DAYS
SALESPERSON: TRACY LEE CONTACT: Dave 518-337-7966			SERVICE ORDER : SWA829701 REF :	

GRADALL MODEL: XL4100 S/N: 0210017945 CUST UNIT: UNIT: EQ0281519 METER : 5,771.00

SEGMENT : 10 SWING MOTOR ISSUES SWING GEAR BOX CUSTOMER - SHOP

SEGMENT TYPE: Chargeable

GRADALL MODEL: XL4100 S/N: 0210017945 CUST UNIT: UNIT: EQ0281519 METER : 5,812.00

WORK SITE: ALTA CONSTRUCTION EQUIPMENT NY LLC 17 NORTHWAY LANE LATHAM NY 12110

LOCATION :

WORK DESCRIPTION:

SWING MOTOR DOESN'T STOP WHEN MOVING IT LEFT AND RIGHT

CORRECTION:

5/7/25 RON: MACHINE WAS DEAD, CHARGED BATTERIES. STARTED MACHINE AND TEST RAN, AFTER TEST RUNNING I COULDN'T FIND AN ISSUE WITH SWING BRAKE, AS IT COMES ON AND RELEASES AS IT SHOULD. DID FIND THERE WAS A GRINDING GROWLING NOISE COMING FROM SWING DRIVE. CHECKED SWING BEARING FOR WEAR AND PLAY FOUND NONE. CHECKED OIL LEVEL OF SWING DROVE FOUND SWING DRIVE EMPTY OF OIL. SEAL LET LOOSE AND SWING DRIVE LOST OIL CAUSING INTERNAL FAILURE OF SWING DRIVE. SWING DRIVE NEEDS REPLACEMENT MADE QUOTE

ITEM / LOT ID	DESCRIPTION	QTY	PRICE	CORE	TOTAL
LABOR					704.00

SEGMENT 10 TOTAL:

0.00 PARTS 704.00 LABOR 0.00 MISC. 0.00 TAX 704.00 TOTAL

SEGMENT : 20 REPLACE SWING MOTOR SWING GEAR BOX CUSTOMER - SHOP

SEGMENT TYPE: Chargeable

GRADALL MODEL: XL4100 S/N: 0210017945 CUST UNIT: UNIT: EQ0281519 METER : 5,812.00

WORK SITE: ALTA CONSTRUCTION EQUIPMENT NY LLC 17 NORTHWAY LANE LATHAM NY 12110

LOCATION :

WORK DESCRIPTION:

REPLACE SWING MOTOR

CORRECTION:

6/17/25 - TAYLOR - REMOVED ALL HYDRAULIC LINES AND CAPPED

View and Pay Bills Online:	https://altaequipment.billtrust.com	Enrollment Token:	KBX PZT LLM
-----------------------------------	---	--------------------------	-------------

PAGE NO: 1 of 2

OFF. REMOVED LINES THAT ARE IN THE WAY. REMOVED SWING
TRANS AND MOTOR.

6/18/25 - TAYLOR - INSTALLED FITTINGS ON SWING MOTOR.
INSTALLED NEW SWING MOTOR. REINSTALLED ALL LINES. SWING
TRANS NEEDS TO BE FILLED WITH OIL, WAITING ON GEAR OIL TO
COME IN.

6/20/25 - TAYLOR - FILLED SWING DRIVE WITH OIL. BATTERIES ARE
DEAD. CHARGED BATTERIES AND TESTED MACHINE.

JOB COMPLETE

ITEM / LOT ID	DESCRIPTION	QTY	PRICE	CORE	TOTAL
	ASY, SWING TRANSMISSION	1.00	11,781.40		11,781.40
	AXLE OIL 80W90 PAIL	1.00	174.81		174.81
MISC	MISC - SHIPPING AND HANDLING	1.00	302.48		302.48
MISC	MISC - SERVICE SUPPLIES PART	1.00	330.33		330.33
LABOR					3,388.00

SEGMENT 20 TOTAL:

11,956.21 PARTS 3,388.00 LABOR 632.81 MISC. 0.00 TAX 15,977.02 TOTAL

PARTS	11,956.21
LABOR	4,092.00
MISC.	632.81
SALES TAX	0.00
TOTAL INVOICE	16,681.02

TOTAL IF PAID AFTER DUE DATE: 16,931.24

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Bayly, Fleming

Sent To: Public Works Committee Date September 9, 2025

Resolution No. G/14

**RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF A SALT STORAGE
BUNKER AT THE CROPSEYVILLE HIGHWAY GARAGE SITE - HIGHWAY DEPARTMENT**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolution G/277/24 established a Capital Project for the replacement/renovation of the County's Highway Garages; and

WHEREAS, The Highway Department seeks Legislative approval for the purchase and installation of a Salt Storage Shed at the Cropseyville Highway Garage site; and

WHEREAS, The Highway Department reviewed quotes available through various State of New York Sourcewell Contracts: Salt Storage Building (NYS Contract #071223-BRT) with Eagle Associates of Cazenovia, LLC, 3592 Cobblestone Drive, Cazenovia, New York 13035 providing the most advantageous quote in the amount of \$209,739.30; and

WHEREAS, This purchase is being made in accordance with the policies and procedures set forth in the Rensselaer County Purchasing Guidelines; and

WHEREAS, The name and address of the contracting party, the source of funding for this purchase, and the total amount to be expended for this purchase, which shall not exceed budgeted appropriations, are as follows:

		APPROPRIATION	
<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>CODE</u>	<u>AMOUNT</u>
Purchase and installation of a 60 foot wide by 84 foot long canvas based salt storage shed	Eagle Associates of Cazenovia, LLC 3592 Cobblestone Drive Cazenovia, NY 13035	H.5130.02500.H1222	\$209,739.30

; now, therefore, be it

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign purchase orders for the above-described purchase.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 9, 2025

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: Establishing a Capital Project for the purchase and installation of a salt storage shed

Requestedby: Highway

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 209,739 current year
\$ _____ ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes x or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 209,739 and ongoing \$ _____
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes _____ No X
- 4) Length of expense or project (one time only, ongoing, etc.): ongoing

This resolution is for the purchase and installation of a new salt storage bunker for the Brunswick garage.

Department Head:



Rensselaer County Journal Entry Form

Prepared Mark Wojcik

G/L Date:

6/18/2024

Journal Entry #	General Ledger Account	Grant/Project	Debit	(-) Credit	Description	Vendor #
	A.9901.09001		2,600,000.00		Highway paving program-2024 Omnibus	
	A.9950.09003		38,900,000.00		Capital Projects-2024 Omnibus	
	A.00630.D			2,600,000.00	Highway paving program-2024 Omnibus	
	A.00630.H			38,900,000.00	Capital Projects-2024 Omnibus	
	D.00391.A		2,600,000.00		Highway paving program-2024 Omnibus	
	D.5110.50311			2,600,000.00	Highway paving program-2024 Omnibus	
	H.00391		38,900,000.00			
	H.1620.50311	H1224		5,000,000.00	Re-Imagine Rensco recreation-2024 Omnibus	
	H.1620.50311	H1225		600,000.00	Fort Orange Park-2024 Omnibus	
	H.8130.50311	H1223		12,500,000.00	Schodack-Rensselaer Sewer Line-2024 Omnibus	
	H.1620.50311	H1210		6,340,000.00	Senior Center Improvements-2024 Omnibus	
	H.1620.50311	H1220			reallocate transfer revenue from Morgue project	
	H.3097.50311	H1227	3,340,000.00	500,000.00	PS Mobile Command Center-2024 Omnibus	
	H.5130.50311	H1203		1,800,000.00	Highway Equipment-2024 Omnibus	
	H.5130.50311	H1212		1,000,000.00	Cropseyville Garage-2024 Omnibus	
	H.5130.50311	H1222		12,500,000.00	Highway Garages-Replacement/Renovation-2024 Omnibus	
	H.5120.50311	H1226		2,000,000.00	Culvert Replacement Program-2024 Omnibus	

Date Entered:

86,340,000.00

86,340,000.00

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Hoffman

Sent To: Budget & Finance

Committee

Date June 11, 2024

Resolution No. G/277/24

RESOLUTION AMENDING THE 2024 RENSSELAER COUNTY ADOPTED BUDGET - COUNTY EXECUTIVE

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; now, therefore, be it

RESOLVED, That the 2024 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2024 GENERAL FUND OTHER SOURCES

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Unassigned Fund Balance			
A.00911	\$106,653,026.00	\$ (41,660,000.00)	\$ 64,993,026.00

TOTAL GENERAL FUND OTHER SOURCES: \$ (41,660,000.00)

2024 GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Department of Public Safety			
A.3640.04400	\$ 7,000.00	\$ 20,000.00	\$ 27,000.00
Repairs			
Department of Public Safety			
A.3640.04420	\$ 614,348.22	\$ 60,000.00	\$ 674,348.22
Maintenance			
Bureau of Human Resources			
A.1431.04510	\$ 0.00	\$ 80,000.00	\$ 80,000.00
Software			
Interfund Transfers			
A.9901.09001	\$1,000,000.00	\$ 2,600,000.00	\$ 3,600,000.00
Transfers to Other Funds			
Transfers to Capital Funds			
A.9950.09003	\$ 250,000.00	\$ 38,900,000.00	\$39,150,000.00
Transfers to Capital Funds			

TOTAL GENERAL FUND APPROPRIATIONS: \$ 41,660,000.00

2024 COUNTY ROAD FUND REVENUE

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Highway-Road Maintenance			
D.5110.50311	\$1,000,000.00	\$2,600,000.00	\$3,600,000.00
Interfund Transfers-General			

TOTAL ROAD FUND REVENUES: \$2,600,000.00

2024 COUNTY ROAD FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Highway-Road Maintenance			
D.5110.04500	\$ 394,577.00	\$ 800,000.00	\$1,194,577.00
Special Departmental Supplies			
Highway-Road Construction			
D.5110.04800	\$ 0.00	\$1,800,000.00	\$1,800,000.00
Contractual Agency			
TOTAL ROAD FUND APPROPRIATIONS:		\$2,600,000.00	

2024 CAPITAL PROJECTS FUND REVENUE

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Department of Buildings-"Re-Imagine" Rensselaer County Facilities			
Rensco Recreation & Special Projects			
H.1620.50311.H1224			
Interfund Transfers-General	\$ 0.00	\$ 5,000,000.00 ✓	\$ 5,000,000.00
Department of Buildings-"Re-Imagine" Rensselaer County Facilities			
Fort Orange Park			
H.1620.50311.H1225			
Interfund Transfers-General	\$ 0.00	\$ 600,000.00 ✓	\$ 600,000.00
Department of Buildings-"Re-Imagine" Rensselaer County Facilities			
Schodack-Rensselaer Sewer Line			
H.8130.50311.H1223			
Interfund Transfers-General	\$ 0.00	\$12,500,000.00 ✓	\$12,500,000.00
H.8130.39900.H1223			
State Aid-Sewer Capital Projects	\$ 0.00	\$ 2,500,000.00 ✓	\$ 2,500,000.00
Department of Aging-Senior Center Improvements			
H.1620.50311.H1210			
Interfund Transfers-General	\$4,900,000.00	\$ 6,340,000.00 ✓	\$11,240,000.00
Department of Health-County Morgue Project			
H.1620.50311.H1220	\$3,340,000.00	\$ (3,340,000.00) ✓	\$ 0.00
Interfund Transfers-General			
Department of Public Safety-Mobile Command Center			
H.3097.50311.H1227	\$ 0.00	\$ 500,000.00 ✓	\$ 500,000.00
Interfund Transfers-General			
Highway Machinery-Highway Equipment			
H.5130.50311.H1203			
Interfund Transfers-General	\$5,150,000.00	\$ 1,800,000.00 ✓	\$ 6,950,000.00
Highway Machinery-Cropseyville Garage			
H.5130.50311.H1212			
Interfund Transfers-General	\$2,100,000.00	\$ 1,000,000.00 ✓	\$ 3,100,000.00

2024 CAPITAL PROJECTS FUND REVENUE CONTINUED

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Highway Machinery-Garage Replacement/Renovation H.5130.50311.H1222			
Interfund Transfers-General	\$ 0.00	\$12,500,000.00 ✓	\$12,500,000.00
Highway Roads-Culvert Replacement Program H.5120.50311.H1226			
Interfund Transfers-General	\$ 0.00	\$ 2,000,000.00 ✓	\$ 2,000,000.00
TOTAL CAPITAL PROJECTS FUND REVENUE:		\$41,400,000.00	

2024 CAPITAL PROJECTS FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Department of Buildings-"Re-Imagine" Rensselaer County Facilities Rensco Recreation & Special Projects H.1620.02500.H1224			
General Capital Expenditures	\$ 0.00	\$ 5,000,000.00	\$ 5,000,000.00
Department of Buildings-"Re-Imagine" Rensselaer County Facilities Fort Orange Park H.1620.02500.H1225			
General Capital Expenditures	\$ 0.00	\$ 600,000.00	\$ 600,000.00
Department of Buildings-"Re-Imagine" Rensselaer County Facilities Schodack-Rensselaer Sewer Line H.8130.02500.H1223			
General Capital Expenditures	\$ 0.00	\$15,000,000.00	\$15,000,000.00
Department of Aging-Senior Center Improvements H.1620.02500.H1210			
General Capital Expenditures	\$ 4,900,000.00	\$ 6,340,000.00	\$11,240,000.00
Department of Health-County Morgue Project H.1620.02500.H1220			
General Capital Expenditures	\$ 3,340,000.00	\$ (3,340,000.00)	\$ 0.00
Department of Public Safety-Mobile Command Center H.3097.02500.H1227			
General Capital Expenditures	\$ 0.00	\$ 500,000.00	\$ 500,000.00
Highway Machinery-Highway Equipment H.5130.02500.H1203			
General Capital Expenditures	\$ 5,150,000.00	\$ 1,800,000.00	\$ 6,950,000.00
Highway Machinery-Cropseyville Garage H.5130.02500.H1212			
General Capital Expenditures	\$ 2,100,000.00	\$ 1,000,000.00	\$ 3,100,000.00

2024 CAPITAL PROJECTS FUND APPROPRIATIONS CONTINUED

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Highway Machinery-Garage Replacement/Renovation H.5130.02500.H1222			
General Capital Expenditures	\$ 0.00	\$12,500,000.00	\$12,500,000.00
Highway Machinery-Culvert Replacement Program H.5120.02500.H1226			
General Capital Expenditures	\$ 0.00	\$ 2,000,000.00	\$ 2,000,000.00

TOTAL CAPITAL PROJECTS FUND APPROPRIATIONS: \$41,400,000.00

Resolution ADOPTED by the following vote:

Ayes: 19

Nays: 0

Abstain: 0

June 11, 2024

Clerk of the Legislature

Sent to County Executive 6/12/24Received from County Executive 6/17/24

Clerk of the Legislature



Executive Action

Approved ☒ Date 6/12/24Disapproved ☐

Veto Message Attached and Returned to Clerk

County Executive

Dealer Name	Eagle Associates
Customer Name	Rensselaer County
Building Use	Salt Storage
Town and State	Rensselaer NY
Sales Rep	Matt Donahue



Contract # 071223-BRT



Building Series	Apex
Foundation Height	2' Raised Concrete Pier
Applicable Building Code	ASCE 7-16 (IBC 2018)
Ground Snow Load	40
Wind Load Vult	105
Wind Exposure (B,C,D)	C (Open Terrain)
Building Width	60
Building Length	84
Truss Spacing	14
Fabric Type	Non FR
Site Condition	Ce = 0.9 Exposed
Occupancy Category	CAT I Low
Collateral Load .25psf STD	Standard
End Walls Included	1
Doors	None
Stamped Drawings	Yes

Miscellaneous Parts

0	0	\$0.00
0	0	\$0.00

Breakdown of Building Cost

Building Materials Cost	1	\$38,908.80
Novashield Elite 25YR Fabric Upgrade	1	\$0.00
Hot Dip Galvanizing Bolts and Secondaries	1	\$0.00
Endwall 1	1	\$6,302.50
Endwall 2	0	\$0.00
Headers	0	\$0.00
Doors	0	\$0.00
Mesh Vents	2	\$0.00
Vent Frames	0	\$0.00
0	0	\$0.00
0	0	\$0.00
Engineered Drawings		\$2,750.00
Freight		\$3,500.00

Sourced Goods

Labor to Install Including Equipment/Anchor Bolt	\$59,000.00
Concrete Foundation Spread Footers and Piers	\$39,200.00
Site Work	\$15,000.00
8' Tall Precast Bunker Walls	\$40,578.00
NYS Foundation Engineering	\$4,500.00

Total Cost

\$209,739.30

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Herrington, Bayly, Fleming

Sent To: Contracts & Agreements

Committee

Date September 9, 2025

Resolution No. G/16

**RESOLUTION AUTHORIZING CONTRACTS FOR ELEVATOR MAINTENANCE AT TROY COUNTY
OFFICE BUILDING AND COUNTY COURTHOUSE FACILITIES - BUILDINGS DEPARTMENT**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolution G/372/24 authorized a five-year agreement with Otis Elevator for elevator maintenance services at the 1600 Seventh Avenue Office Building and County Courthouse Complexes for the period of August 1, 2024 through July 31, 2029 at a combined annual amount of \$21,887.16 and

WHEREAS, Due to a combination of sudden staff changes at the Albany, Otis Elevator Company office and concerns from the vendor's legal department, those contract proposals were not executed and it became necessary to obtain new proposals; and

WHEREAS, New contract proposal were obtained, each with a ten-year term commencing October 1, 2025 through September 30, 2035, with the contract prices being subject to possible adjustments annually, dependent on labor costs under the International Union of Elevator Constructors, and by any reason beyond Otis' reasonable control, including but not limited to: increases to commodity, fuel, tariff, shipping or transportation, waste disposal, environmental requirements, cost of other materials, changes to government regulations, or other administrative costs; and

WHEREAS, The start and end dates of such agreements, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, and the name and address of the contracting party are as follows:

		APPROPRIATION	MONTHLY	ESTIMATED
DESCRIPTION	VENDOR	CODE	PAYMENT	ANNUAL AMOUNT
1600 Seventh Avenue, Troy 10/1/2025 - 9/30/2035	Otis Elevator Co. 20 Loudonville Rd. Albany, NY 12204	A.1620.04420	\$712.50	\$8,550.00
County Courthouse 10/1/2025 - 9/30/2035		A.1620.04420	\$950.00	\$11,400.00

Resolution No. G/16

Page No. 2 of 2

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above described contracts, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 9, 2025

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: RESOLUTION AUTHORIZING EXECUTION OF CONTRACTS FOR ELEVATOR MAINTENANCE AT COUNTY OFFICE BUILDING AND COUNTY COURTHOUSE -BUILDINGS DEPARTMENT

Requested by: Buildings Department

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$19,950.00 2025 Budget Year
\$179,550.00 Years 2 Through 10
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$2,196.22 for 2025 Budget Year and length of time state funding is available 4/1/25-3/31/26 Is it available for ongoing expenses? Yes (Projected Figure For Years 2 through 10 of \$19,765.94)
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$17,753.78 in 2025 and ongoing \$159,784.06
 - e) Other (please explain): _____
- 3) Is this expense or program mandated? Yes _____ No X
- 4) Length of expense or project (one time only, ongoing, etc.): Ten Year Contract
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Otis Elevator has installed the original/new (5) elevators and is the sole source provider for the maintenance, repair, and part replacement. Since this expense is court-related, we will include the contract price in our submission for State Aid to Courts reimbursement.

James R. Gordon, Director Bureau of Central Services

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Herrington, Bayly, Fleming

Sent To: Contracts & Agreements

Committee

Date September 10, 2024

Resolution No. G/372/24

RESOLUTION AUTHORIZING AGREEMENTS WITH OTIS ELEVATOR COMPANY FOR ELEVATOR MAINTENANCE AT COUNTY OFFICE BUILDING AND COUNTY COURTHOUSE - BUILDINGS DEPARTMENT

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Rensselaer County owns a total of five (5) Otis Elevator Company elevators within the County Office Building (2) and the County Courthouse Complex (3); and

WHEREAS, Preventive maintenance and service for these elevators is essential for public safety and for daily operations of the buildings serviced by these elevators; and

WHEREAS, Otis Elevator Company is a sole source provider for the maintenance, repair, and part replacement for these elevators, and has performed these tasks for many years under contract; and

WHEREAS, Resolution G/275/19 authorized the prior five year contracts for maintenance of the noted elevators; and

WHEREAS, The Buildings Department seeks Legislative approval to enter into agreements with Otis Elevator Company for elevator maintenance services at the County Office Building and County Courthouse for a term commencing August 1, 2024 through July 31, 2029 at a combined annual estimated cost of \$21,887.16; and

WHEREAS, The vendor has agreed to start the contract prices at lower monthly amounts from the prior five year term, with possible adjustments on each commencement date anniversary, dependent on labor costs under the International Union of Elevator Constructors with a annual percentage increase of the contracts not to exceed five percent (5%) over the proposed five-year term; and

WHEREAS, The start and end dates of such agreements, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, and the name of the contracting party are as follows:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>MONTHLY PAYMENT</u>	<u>ESTIMATED ANNUAL EXPENSE</u>
County Office Bldg. (Contract # NBA 7869) 8/1/2024-7/31/2029	Otis Elevator Company 20 Loudonville Rd. Albany, NY 12204	A.1620.04420	\$913.32	\$10,959.84
County Courthouse (Contract # NBA 7201) 8/1/2024-7/31/2029		A.1620.04420	\$910.61	\$10,927.32

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or the Director of the Bureau of Central Services, as the case may be, is authorized to sign the above described agreements, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes: 18

Nays: 0

Abstain: 0

September 10, 2024

Clerk of the Legislature

Sent to County Executive

9/11/24

Received from County Executive

9/17/24

Clerk of the Legislature



Executive Action

Approved

✓

Date

9/16/24

Disapproved

Veto Message Attached and Returned to Clerk

[Signature]
County Executive

Signature

Contract



**Signature
Service**

ACCOUNT NAME & ADDRESS

Rensselaer County DMV
1600 7th Avenue
Troy, NY 12180

CUSTOMER NAME & CONTACT INFO

Bill Fiacco
(518) 270-4060
wfiacco@rensco.com

CONTRACT SUMMARY



MAINTENANCE

Overview of your preventative maintenance plan and which parts are included



RELIABILITY & RESPONSIVENESS

Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs



COMMUNICATION

Summary of the many ways for you to communicate with us and receive information from us



SAFETY & ENVIRONMENT

Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment



SCHEDULE & CLARIFICATIONS

Terms and conditions about our regular working hours, insurance coverage and legal requirements



PAYMENT & ACCEPTANCE

Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS

Price : \$712.50 per month, payable annually in advance
Duration : ten (10) year(s)

DELIVERING THE PROMISE

We look forward to delighting you with world class service.

Otis Elevator Company
M: +1 (845) 670-3334

20 LOUDONVILLE ROAD
ALBANY, NY 12204
otis.com

For emergencies:
OTISLINE® Customer Care 800.233.6847

OTIS
on the move

Otis Service

8/7/2025

CUSTOMER NAME

Rensselaer County DMV
1600 7th Avenue
Troy, NY 12180

OTIS ELEVATOR COMPANY

20 LOUDONVILLE ROAD
ALBANY, NY 12204

PROJECT LOCATION

RENSSELAER COUNTY BLDG
1600 7TH AVE
TROY, NY 12180-3410

PROPOSAL NUMBER

QTE-002233977

Otis Elevator Company or "we" agree to furnish Otis Service to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
2	Geared	OTIS	S ELV, N ELV	352662, 352663

CONTRACT PRICE

The contract net price is seven hundred twelve and 50/100 dollars (\$712.50) per month, payable annually in advance.

If you select a different payment frequency, please initial next to the additional cost to be applied to your contract price.

Billing Frequency	Additional Cost	Initial to Accept
Monthly	+4%	
Quarterly	+3%	
Semi-annually	+2%	

EXTENDED TERM DISCOUNT

In the event a customer chooses an extended term, the Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. An Extended Term discount of 5.00% is reflected in the net billing amount.

Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current Term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

In the event the contract is terminated for any reason prior to the expiration date of the contemplated Extended Term or any subsequent Extended Term, you agree to pay us the amount of the full Extended Term Discount you received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies we may have.

TERM & RENEWAL

The Commencement Date will be 10/1/2025. The initial term of this Contract will be for ten (10) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive ten (10) year terms unless terminated by either party by giving written notice to the other party at least 90 days, but no more than 120 days prior to the end of the then-current term.

PAYMENT

Payments will be due and payable on or before the first day of each year for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

INVOICE DELIVERY

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es). If you wish to receive your invoices via Mail, an additional fee of \$5.00 per month will be added to your monthly contract price.

Alternate Invoice Delivery Method	Additional Cost	Initial to Accept
Mail	\$5.00	

AUTOPAY

Visit <https://otis.payinvoicedirect.com> to register for autopay to automatically debit your bank account for your invoice payments.

PRICE ADJUSTMENT

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, you agree that the Contract Price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to increases to commodity, fuel, tariff, shipping or transportation, waste disposal, environmental requirements, cost of other materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)

We will use the Otis Maintenance Management System (OMMS™) preventative maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS™ scheduling system, which will be used to plan maintenance activities in advance.

MAINTENANCE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. The maintenance will not include repair, but will include inspection, lubrication and, in Otis' discretion, minor adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition to other exclusions set forth in this Contract, this Contract does not include any service of parts that are not listed above. No service other than that specifically stated as covered in this Contract is included or intended. Furthermore, this Contract does not cover any service that requires disassembly, exceeds two (2) hours of service time, or requires a team of two (2) or more personnel. If any services that are not covered are later requested by you, you agree to pay extra at our regular billing rates or overtime rates, as may be applicable.

PARTS COVERAGE

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the following parts at its sole discretion: motor brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect). Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

Otis will, during the term of this Contract, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

QUALITY CONTROL

Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and ASME A17.1 Code ("Code" or "Elevator Code") consultation to support our maintenance organization.

CUSTOMER REPRESENTATIVE

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

REPORTS – CUSTOMER PORTAL

We will use the OMMSTM program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Contract, but may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units and conduct an annual no load test.

Code may require a full load, full speed test of safety mechanisms, over-speed governors, and car buffers and counterweight buffers at each fifth year. This test is not included in the Contract. You agree to conduct and pass a five year, full load test on the Units and that this is a material duty. You agree to keep a record of such test and to provide this record to Otis.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

TRAVEL TIME AND EXPENSE

In the event there is a service call that is deemed billable by us as being out of the maintenance scope, you agree to pay us travel time and expenses at our regular or overtime billing rates as applicable from the time of dispatch to the building under contract and return.

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by emergency personnel ; (d) through the ADA phone line ; and/or (e) through REM™ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

SITE SURVEY LANGUAGE

MAINTENANCE QUOTE CONTINGENT UPON THE FOLLOWING:

1. Written approval by Otis.
2. The unit(s) being in a code compliant and a satisfactory condition as deemed by Otis at the time of the commencement date listed in this contract.
3. Pre-existing conditions and/or pre-maintenance repairs will not be covered under this contract. Otis reserves the right to survey equipment prior to commencement of contract and submit pricing for item(s) not covered. If Otis surveys equipment and the parties are unable to agree on survey findings or pricing for items not covered, the contract can be cancelled by either party.

Special Billing Rates

The billing rates in the chart will be increased on January first each year at 4%.

Labor Type	Regular Time Rate	Premium Time Rate	Overtime Rate
Mechanic	400	600	800
Team – Mech + Helper	700	1050	1400

EXCLUSIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to continue supporting, patching, or upgrading software and any associated hardware where the original supplier of such software and any associated hardware no longer sells the software as new and/or, terminates support, patches or upgrades of and/or access to such software, there is an inability to expand or renew licensing agreements, more technologically advanced hardware is available, and/or other changes/upgrades to the overall system render obsolete the functionality of the original software or do not allow the software to execute correctly on the hardware; (viii) to replace or repair any non-internet of things equipment more than twenty (20) years and one calendar day from the original installation date; (ix) to

repair or replace any internet of things hardware product or component capable of being connected to the internet or having an IP address more than ten (10) years and one calendar day from the original installation date, and specific to any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED up to and no more than one (1) year and one calendar day from the original installation date; (x) to provide reconditioned or used parts; (xi) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

UPGRADES

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

QUALITY AUDITS

Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

INSTRUCTIONS / WARNINGS

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

LOCK OUT / TAG OUT ("LOTO")

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract.

Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

RESPONSIBILITY FOR THE UNITS

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

APPLICABLE CODE AND VIOLATIONS

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to you it's initial proposal and not any subsequently changed, amended, altered, or implemented law, code, or regulation.

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

THIRD PARTY INTERFACE

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

ELECTRICAL AND LIGHTING REQUIREMENTS

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

ACCIDENT

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

ENTRAPMENT

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the units.

TELEPHONE

Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

PURCHASE ORDERS

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

MATERIAL BREACH BY CUSTOMER

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of

the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

TERMINATION FOR CUSTOMER'S BREACH

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

TRANSFER OF INTEREST IN PROPERTY

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract. If the new owner or successor fails to assume your obligations under the Contract, then you agree immediately to pay to Otis fifty percent (50%) of the remaining amount due under the unexpired term of the Contract as liquidated damages. The parties agree that quantifying Otis' losses arising from the failure of the new owner or successor to assume this Contract would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such failure to assume upon a transfer.

FORCE MAJEURE

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

LIMITATION ON DAMAGES

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, liquidated, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

INDEMNITY

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

INSURANCE

Otis agrees to maintain the following insurance throughout the term of the Contract: General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage; Worker's Compensation in accordance with applicable statutory requirements, and Employer's Liability for: (i) bodily injury by each accident, up to the \$1,000,000 applicable annual limit per insured, (ii) bodily injury by disease, each employee up to the \$1,000,000 applicable annual limit per insured. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis does not participate in SDI programs.

Customer must provide Otis at least 30 days advance notice of certificate holder changes required. Your failure to provide this required notice does not release your obligations to make timely payment under this agreement in accordance with the payment terms.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

THIRD PARTIES

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

CONFIDENTIALITY

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

ENTIRE CONTRACT

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

OUT OF SCOPE SERVICES

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations

to make payment for completed out of scope services in accordance with the payment terms of this agreement.

AMENDMENT

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.

10-31-24 inserts to agreement requested by Rensselaer County:

SPECIAL TERMS AND CONDITIONS: The following provisions govern and shall supersede any provision of the Agreement to the contrary:

VENUE:

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

CORPORATE COMPLIANCE

Otis represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal health care program". as defined in 42 U.S.C.1320a-7b or in any other government payment program. Otis further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. The General Services Administration's Federal Excluded Party List System or any successor list;
- b. The United States Department of Health and Human Services' Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by Otis, Otis shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Otis fails to fulfill its obligations under this section.

TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

NON-DISCRIMINATION

Otis agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Otis agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

DISCLOSURE

Otis certifies, to the best of its knowledge and belief, that:

- A.** No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Otis, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any **grant**, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.
- B.** If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

EXECUTORY CONTRACT

Otis expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any **goods**, labor or services to be furnished by Otis under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Otis.

INDEMNIFICATION AND INSURANCE

Otis acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the Customer. Accordingly, Otis agrees to indemnify and hold harmless the Customer, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the Customer in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of Otis, its agents or employees which occurs during the performance of the services to be provided hereunder. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis shall furnish certificates of insurance evidencing the above insurance coverages.

SUBMITTED BY: Himayet Chowdhury
TITLE: Specialist, Business Development
E-MAIL: Himayet.Chowdhury@otis.com

Accepted in Duplicate

Rensselaer County DMV

Otis Elevator Company

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Thomas Salzberg

Title: _____

Title: Director & GM, Upstate New York

Email: _____

Email: tom.salzberg@otis.com

Company Name: Rensselaer County DMV

☐ Principal, Owner or Authorized Representative of
Principal or Owner

☐ Agent _____

BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name: Rensselaer County DMV	Name: Kelly Catone
Address: ATTN: KELLY CATONE	Phone Number: 518270-2616
Address 2: 1600 SEVENTH AVENUE	Email: KCatone@rensco.com
City: TROY	Email Address for Invoice Delivery:
State:	Email Address for Statement Delivery (if different from above):
Zip Code: 121803410	

TAX STATUS

Are you tax exempt? (Check one)

Yes No

--	--

If yes, please provide tax exempt certificate

PURCHASE ORDER & WORK ORDER REQUIREMENTS

Contractual Services

Yes No

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

--	--

If yes to above, please provide contact for PO renewal:

Name:

Phone:

Email Address:

Purchase Order Expiration Date:

Purchase Order Number:

Purchase Order Renewal
Frequency (Check one)

Monthly

Quarterly

Annual

--	--	--

NON-CONTRACTUAL SERVICES

Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)

Yes No

--	--

If providing a blanket PO, please provide PO# and value:

PO# Value

--	--

WORK ORDER MANAGEMENT

Do you require enrollment in a workorder management system?

Yes No

--	--

Please provide system name:

CERTIFICATE OF INSURANCE

Do you require a certificate of insurance?

Yes No

--	--

If yes to above, please provide the below for your certificate of insurance:

Certificate Holder Name:

Certificate Holder Address:

Email address for delivery of certificate:

(If not provided, the certificate will be sent out via standard mail to the certificate holder address)

Yes No

Do you require upload of your certificate to a third party site?

--	--

If yes, please provide site name:

Signature

Contract



**Signature
Service**

ACCOUNT NAME & ADDRESS

Rensselaer County
Congress St
Troy, NY 12180

CUSTOMER NAME & CONTACT INFO

Bill Fiacco
(518) 270-4060
wfiacco@rensco.com

CONTRACT SUMMARY



MAINTENANCE

Overview of your preventative maintenance plan and which parts are included



RELIABILITY & RESPONSIVENESS

Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs



COMMUNICATION

Summary of the many ways for you to communicate with us and receive information from us



SAFETY & ENVIRONMENT

Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment



SCHEDULE & CLARIFICATIONS

Terms and conditions about our regular working hours, insurance coverage and legal requirements



PAYMENT & ACCEPTANCE

Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS

Price : \$950.00 per month, payable annually in advance
Duration : ten (10) year(s)

DELIVERING THE PROMISE

We look forward to delighting you with world class service.

Otis Elevator Company
M: +1 (845) 670-3334

20 LOUDONVILLE ROAD
ALBANY, NY 12204
otis.com

For emergencies:
OTISLINE® Customer Care 800.233.6847

OTIS
on the move

Otis Service

8/7/2025

CUSTOMER NAME

Rensselaer County
Congress St
Troy, NY 12180

OTIS ELEVATOR COMPANY

20 LOUDONVILLE ROAD
ALBANY, NY 12204

PROJECT LOCATION

Rensselaer County Supreme Court
80 2nd St
Troy, NY 12180-4098

PROPOSAL NUMBER

QTE-002233959

Rensselaer County Supreme Court
80 2nd St
Troy, NY 12180-4332

Otis Elevator Company or "we" agree to furnish Otis Service to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	Roped Hydraulic	OTIS	Main Courthouse	427600
1	Hydraulic	Dover	Supreme Crt Lib	D42462
1	Geared	OTIS	3rd St Annex	206807

CONTRACT PRICE

The contract net price is nine hundred fifty dollars (\$950.00) per month, payable annually in advance. If you select a different payment frequency, please initial next to the additional cost to be applied to your contract price.

Billing Frequency	Additional Cost	Initial to Accept
Monthly	+4%	
Quarterly	+3%	
Semi-annually	+2%	

--	--	--

EXTENDED TERM DISCOUNT

In the event a customer chooses an extended term, the Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. An Extended Term discount of 5.00% is reflected in the net billing amount.

Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current Term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

In the event the contract is terminated for any reason prior to the expiration date of the contemplated Extended Term or any subsequent Extended Term, you agree to pay us the amount of the full Extended Term Discount you received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies we may have.

TERM & RENEWAL

The Commencement Date will be 10/1/2025. The initial term of this Contract will be for ten (10) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive ten (10) year terms unless terminated by either party by giving written notice to the other party at least 90 days, but no more than 120 days prior to the end of the then-current term.

PAYMENT

Payments will be due and payable on or before the first day of each year for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

INVOICE DELIVERY

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es). If you wish to receive your invoices via Mail, an additional fee of \$5.00 per month will be added to your monthly contract price.

Alternate Invoice Delivery Method	Additional Cost	Initial to Accept
Mail	\$5.00	

AUTOPAY

Visit <https://otis.payinvoicedirect.com> to register for autopay to automatically debit your bank account for your invoice payments.

PRICE ADJUSTMENT

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, you agree that the Contract Price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to increases to commodity, fuel, tariff, shipping or transportation, waste disposal, environmental requirements, cost of other materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)

We will use the Otis Maintenance Management System (OMMS™) preventative maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS™ scheduling system, which will be used to plan maintenance activities in advance.

MAINTENANCE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. The maintenance will not include repair, but will include inspection, lubrication and, in Otis' discretion, minor adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition to other exclusions set forth in this Contract, this Contract does not include any service of parts that are not listed above. No service other than that specifically stated as covered in this Contract is included or intended. Furthermore, this Contract does not cover any service that requires disassembly, exceeds two (2) hours of service time, or requires a team of two (2) or more personnel. If any services that are not covered are later requested by you, you agree to pay extra at our regular billing rates or overtime rates, as may be applicable.

PARTS COVERAGE

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the following parts at its sole discretion: motor brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect). Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

Otis will, during the term of this Contract, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

QUALITY CONTROL

Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and ASME A17.1 Code ("Code" or "Elevator Code") consultation to support our maintenance organization.

CUSTOMER REPRESENTATIVE

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

REPORTS – CUSTOMER PORTAL

We will use the OMMSTM program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Contract, but may be performed for an

additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

SAFETY TESTS - ROPED HYDRAULIC ELEVATORS

We will periodically examine safety devices and governors of the Unit. We will conduct an annual no load test, annual pressure relief valve test.

Code may require a full load, full speed test of safety mechanisms, over-speed governors, and car buffers at each fifth year. This test is not included in the Contract. You agree to conduct and pass a five year, full load test on the Units and that this is a material duty. You agree to keep a record of such test and to provide this record to Otis.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units and conduct an annual no load test. Code may require a full load, full speed test of safety mechanisms, over-speed governors, and car buffers and counterweight buffers at each fifth year. This test is not included in the Contract. You agree to conduct and pass a five year, full load test on the Units and that this is a material duty. You agree to keep a record of such test and to provide this record to Otis.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

TRAVEL TIME AND EXPENSE

In the event there is a service call that is deemed billable by us as being out of the maintenance scope, you agree to pay us travel time and expenses at our regular or overtime billing rates as applicable from the time of dispatch to the building under contract and return.

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by emergency personnel ; (d) through the ADA phone line ; and/or (e) through REM™ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

SITE SURVEY LANGUAGE

MAINTENANCE QUOTE CONTINGENT UPON THE FOLLOWING:

1. Written approval by Otis.
2. The unit(s) being in a code compliant and a satisfactory condition as deemed by Otis at the time of the commencement date listed in this contract.
3. Pre-existing conditions and/or pre-maintenance repairs will not be covered under this contract. Otis reserves the right to survey equipment prior to commencement of contract and submit pricing for item(s) not covered. If Otis surveys equipment and the parties are unable to agree on survey findings or pricing for items not covered, the contract can be cancelled by either party.

Special Billing Rates

The billing rates in the chart will be increased on January first each year at 4%.

Labor Type	Regular Time Rate	Premium Time Rate	Overtime Rate
Mechanic	400	600	800
Team – Mech + Helper	700	1050	1400

EXCLUSIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than

those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to continue supporting, patching, or upgrading software and any associated hardware where the original supplier of such software and any associated hardware no longer sells the software as new and/or, terminates support, patches or upgrades of and/or access to such software, there is an inability to expand or renew licensing agreements, more technologically advanced hardware is available, and/or other changes/upgrades to the overall system render obsolete the functionality of the original software or do not allow the software to execute correctly on the hardware; (viii) to replace or repair any non-internet of things equipment more than twenty (20) years and one calendar day from the original installation date; (ix) to repair or replace any internet of things hardware product or component capable of being connected to the internet or having an IP address more than ten (10) years and one calendar day from the original installation date, and specific to any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED up to and no more than one (1) year and one calendar day from the original installation date; (x) to provide reconditioned or used parts; (xi) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

UPGRADES

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the

software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

QUALITY AUDITS

Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

INSTRUCTIONS / WARNINGS

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

LOCK OUT / TAG OUT (“LOTO”)

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an “outside employer”) and its customer (an “on-site employer”) must inform each other of their respective lock out/tag out (“LOTO”) procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on “Tools & Resources” on the home page, selecting “Lockout Tagout Policy” under the “Safety Information” column and downloading the “Lockout Tagout Policy Otis 6.0” and “Mechanical Energy Policy Otis 7.0,” or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

RESPONSIBILITY FOR THE UNITS

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

APPLICABLE CODE AND VIOLATIONS

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to you it's initial proposal and not any subsequently changed, amended, altered, or implemented law, code, or regulation.

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

THIRD PARTY INTERFACE

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

ELECTRICAL AND LIGHTING REQUIREMENTS

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

ACCIDENT

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

ENTRAPMENT

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the units.

TELEPHONE

Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

PURCHASE ORDERS

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

MATERIAL BREACH BY CUSTOMER

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

TERMINATION FOR CUSTOMER'S BREACH

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

TRANSFER OF INTEREST IN PROPERTY

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract. If the new owner or successor fails to assume your obligations under the Contract, then you agree immediately to pay to Otis fifty percent (50%) of the remaining amount due under the unexpired term of the Contract as liquidated damages. The parties agree that quantifying Otis' losses arising from the failure of the new owner or successor to assume this Contract would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such failure to assume upon a transfer.

FORCE MAJEURE

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

LIMITATION ON DAMAGES

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, liquidated, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

INDEMNITY

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

INSURANCE

Otis agrees to maintain the following insurance throughout the term of the Contract: General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage; Worker's Compensation in accordance with applicable statutory requirements, and Employer's Liability for: (i) bodily injury by each accident, up to the \$1,000,000 applicable annual limit per insured, (ii) bodily injury by disease, each employee up to the \$1,000,000 applicable annual limit per insured. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis does not participate in SDI programs.

Customer must provide Otis at least 30 days advance notice of certificate holder changes required. Your failure to provide this required notice does not release your obligations to make timely payment under this agreement in accordance with the payment terms.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

THIRD PARTIES

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

CONFIDENTIALITY

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

ENTIRE CONTRACT

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

OUT OF SCOPE SERVICES

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations to make payment for completed out of scope services in accordance with the payment terms of this agreement.

AMENDMENT

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.

10-31-24 inserts to agreement requested by Rensselaer County:

SPECIAL TERMS AND CONDITIONS: The following provisions govern and shall supersede any provision of the Agreement to the contrary:

VENUE:

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

CORPORATE COMPLIANCE

Otis represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal health care program". as defined in 42 U.S.C.1320a-7b or in any other government payment program. Otis further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. The General Services Administration's Federal Excluded Party List System or any successor list;
- b. The United States Department of Health and Human Services' Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by Otis, Otis shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Otis fails to fulfill its obligations under this section.

TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

NON-DISCRIMINATION

Otis agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Otis agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

DISCLOSURE

Otis certifies, to the best of its knowledge and belief, that:

- A.** No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Otis, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any **grant**, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.
- B.** If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

EXECUTORY CONTRACT

Otis expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any **goods**, labor or services to be furnished by Otis under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Otis.

INDEMNIFICATION AND INSURANCE

Otis acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the Customer. Accordingly, Otis agrees to indemnify and hold harmless the Customer, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the Customer in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of Otis, its agents or employees which occurs during the performance of the services to be provided hereunder. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis shall furnish certificates of insurance evidencing the above insurance coverages.

SUBMITTED BY: Himayet Chowdhury
TITLE: Specialist, Business Development
E-MAIL: Himayet.Chowdhury@otis.com

Accepted in Duplicate

Rensselaer County

Otis Elevator Company

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Thomas Salzberg

Title: _____

Title: Director & GM, Upstate New York

Email: _____

Email: tom.salzberg@otis.com

Company Name: Rensselaer County

☐ Principal, Owner or Authorized Representative of
Principal or Owner

☐ Agent _____



BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name: Rensselaer County	Name: Kelly Catone
Address: ATTN: KELLY CATONE	Phone Number: 518270-2616
Address 2: 1600 SEVENTH AVENUE	Email: KCatone@rensco.com
City: TROY	Email Address for Invoice Delivery:
State:	Email Address for Statement Delivery (if different from above):
Zip Code: 121803410	

TAX STATUS

Are you tax exempt? (Check one)

Yes

No

☐	☐
--------------------------	--------------------------

If yes, please provide tax exempt certificate

PURCHASE ORDER & WORK ORDER REQUIREMENTS

Contractual Services

Yes

No

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

☐	☐
--------------------------	--------------------------

If yes to above, please provide contact for PO renewal:

Name:

Phone:

Email Address:

Purchase Order Expiration Date:

Purchase Order Number:

Purchase Order Renewal
Frequency (Check one)

Monthly

Quarterly

Annual

☐	☐	☐
--------------------------	--------------------------	--------------------------

NON-CONTRACTUAL SERVICES

Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)

Yes No

--	--

If providing a blanket PO, please provide PO# and value:

PO# Value

--	--

WORK ORDER MANAGEMENT

Do you require enrollment in a workorder management system?

Yes No

--	--

Please provide system name:

CERTIFICATE OF INSURANCE

Do you require a certificate of insurance?

Yes No

--	--

If yes to above, please provide the below for your certificate of insurance:

Certificate Holder Name:

Certificate Holder Address:

Email address for delivery of certificate:

(If not provided, the certificate will be sent out via standard mail to the certificate holder address)

Yes No

Do you require upload of your certificate to a third party site?

--	--

If yes, please provide site name:
