

BOURBON COUNTY,
KANSAS

Bourbon County Commission Special Meeting Agenda
Bourbon County Commission Chambers, 210 S National Ave.
Thursday, December 18, 2025, 3:00 PM

The Commission Will Not Meet on December 22nd or 29th 2025

- I. Call Meeting to Order
 - Roll Call
 - Pledge of Allegiance
 - Prayer
- II. Non-Elected Personnel Executive Session - Interview
- III. Non-Elected Personnel Executive Session – Interview
- IV. Resolution 48-25 County Owned Building Signing
- V. Resolution 49-25 Vacation Sick Leave Policy Signing
- VI. Resolution 50-25 Noise Resolution Signing
- VII. Approval Minutes 12/08/25
- VIII. Elevator
- IX. Non-Elected Personnel Executive Session – Milburn-Kee
- X. Adjournment _____

EXECUTIVE SESSIONS - FORM OF MOTION

- _____ Pursuant to KSA 75-4319 (b)(1) to discuss personnel matters of individual nonelected personnel to protect their privacy
- _____ Pursuant to KSA 75-4319 (b)(2) for consultation with an attorney for the public body of agency which would be deemed privileged in the attorney-client relationship
- _____ Pursuant to KSA 75-4319 (b)(3) to discuss matters relating to employer/employee negotiations whether or not in consultation with the representatives of the body or agency
- _____ Pursuant to KSA 75-4319 (b)(4) to discuss data relating to financial affairs or trade secrets of corporations, partnerships, trust, and individual proprietorships
- _____ Pursuant to KSA 75-4319 (b)(6) for the preliminary discussion of acquisition of real estate
- _____ Pursuant to KSA 75-4319 (b)(12) to discuss matters relating to security measures, if the discussion of such matters at an open meeting would jeopardize such security measures

The subject to be discussed during executive session: _____

State persons to attend

Open session will resume at _____ A.M./P.M. in the commission chambers.

01/05/25	01/12/25	01/19/25
Annual Resolutions	District 4 & 5 Oaths	

FUTURE
Economic Development
Juvenile Detention Contract - Spring 2026
Benefits Committee Letters
Elm Creek Quarry
Phone System
Elevator
Stop Sign Removal 205th Overbrook
Handbook
Credit Card Policy

RESOLUTION NO. 48-25

**A RESOLUTION DEFINING AREAS OF RESPONSIBILITY AND OFFICE SPACE
ASSIGNMENTS WITHIN COUNTY-OWNED BUILDINGS**

WHEREAS, K.S.A. 19-212 grants the Board of County Commissioners the authority and responsibility to manage, regulate, and control all county-owned real property and to assign such property for county purposes; and

WHEREAS, it is necessary to clearly identify the office locations, assigned work areas, storage areas, and restricted areas within the Bourbon County Courthouse and Courthouse Annex to ensure accountability, proper function, and the smooth operation of county government; and

WHEREAS, Bourbon County has organized office assignments to support efficient service delivery and to prevent confusion or unauthorized use of county-owned space; and

WHEREAS, elected officials, appointed officials, departments, and partner agencies are to operate within the areas formally assigned to them and may not occupy or expand into additional spaces without approval of the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Bourbon County, Kansas, hereby designates the following areas within the Bourbon County Courthouse and Courthouse Annex as the official and authorized workspaces for the following offices:

COURTHOUSE – THIRD FLOOR

- District Court – All space on the third floor assigned to Court operations.

COURTHOUSE – SECOND FLOOR

- County Attorney – Primary office space on the second floor, with the exception of designated Court-controlled areas.

COURTHOUSE – FIRST FLOOR (Main Building)

- Kansas Driver License Office – Suite 10 west of the Appraiser's Office.

- Appraiser's Office – Suite 11 south of the main courthouse entrance.
- Extension / 4-H Office – Suite 13 at the end of the south hallway
- Recorder of Deeds (ROD) – Suite 14 Southeast off the main lobby.

COURTHOUSE ANNEX – FIRST FLOOR

- County Clerk Office – office left of the northeast entrance.
- County Commission Room – office north of Clerk's Office.
- Commission Executive Session Room- office northeast quarter of the Annex.
- Administrative Assistant- office between the Commission Room and Executive Session Room
- Public Works - Office at the north-side Public Works entry.
- County Recorder of Deeds – Additional Storage – room west of commission executive session room and east of public works office
- County Treasurer – office northeast corner of Annex

RESTRICTED AREAS

- Suite 12 – Main Courthouse (South Hallway) Dedicated secure area accessible only to personnel authorized by the Commission and its designated IT partner.
- Cell Detox - Emergency Management – Additional storage
- Cell Pod B - City of FS Dispatch and Kitchen
- Cell Pod C - Emergency Management
- Cell Pod C Closet – Equipment storage
- Cell Pod D Max – Clerk Storage

- Cell Pod E – Emergency Management Storage
- Cell Pod F – Dedicated secure area accessible only to personnel authorized by the Commission and its designated IT partner.
- Cell Pod G – Crawkan
- Cell Pod H – Clerk Storage
- Booking Room – Treasurer Break Area

GENERAL PROVISIONS

1. All elected officials, employees, departments, and outside entities shall limit their activities to the areas designated in this resolution unless granted express approval by the Board of County Commissioners. Storage rooms, and restricted areas require authorization.
2. No office or department may store materials, operate equipment, relocate, take possession of additional space, or modify any assigned area without prior Commission authorization.
3. Public access is limited to public entrances and public hallways. public offices.
4. Any reassignments or alterations to office space must be approved by formal action of the Board of County Commissioners.
5. This resolution shall remain the official reference for county office and space assignments until amended by the Board.

Adopted this 15th day of December, 2025. BOARD OF COUNTY COMMISSIONERS

BOURBON COUNTY, KANSAS

_____ Chairman

_____ Commissioner

_____ Commissioner

_____ ⁱ ATTEST:

County Clerk

RESOLUTION NO. 49-25

Amendment to the Bourbon County Policy and Procedure Manual (April 2002)

WHEREAS, Bourbon County maintains the Bourbon County Policy and Procedure Manual, originally adopted in April 2002, to govern employee policies, procedures, payroll, and benefits; and

WHEREAS, due to end-of-year scheduling constraints, it is not feasible to complete the formal approval and adoption of handbook amendments prior to the beginning of the new calendar year; and

WHEREAS, it is a common and accepted practice, as recommended by the County's Human Resources consultant, to implement necessary policy amendments effective January 1, 2026, with formal handbook updates to follow as soon as practicable; and

WHEREAS, clarification of vacation and sick leave accrual practices is necessary to ensure consistency, accuracy in payroll and benefits administration, and equitable treatment of employees; and

WHEREAS, the County seeks to establish a standardized, industry-accepted accrual method and rehire policy for vacation and sick leave benefits while allowing for a reasonable transition period;

NOW, THEREFORE, BE IT RESOLVED, that effective January 1, and until such time as the amended handbook is formally approved and adopted, the following policy amendments shall be implemented and enforced as official amendments to the Bourbon County Policy and Procedure Manual (April 2002):

1. Vacation and Sick Leave Accrual

a. Transition Year – Calendar Year 2026

In preparation for the full implementation of a standardized monthly accrual method, and in recognition that employees were not previously prepared for a one-twelfth (1/12) vacation accrual system, the following transitional accrual method shall apply for calendar year 2026:

- Any remaining vacation or sick leave will carry over at the end of 2025 for the 2026 fiscal year.
- At the beginning of calendar year 2026, the County shall frontload one-half (1/2) of each employee's annual vacation entitlement.
- Beginning in July 2026, the remaining one-half (1/2) of the annual vacation entitlement shall be released in six (6) equal monthly increments, continuing through December 2026.
- This transition approach allows employees with planned or scheduled vacations in 2026 to utilize vacation time without hardship while preparing for the standardized accrual method.

Unused vacation time at the end of calendar year 2026 may be carried over in accordance with County policy and applicable carryover limits.

b. Standard Accrual Method – Effective January 1, 2027

Effective January 1, 2027, vacation and sick leave shall be accrued monthly, in equal increments of one-twelfth (1/12) of the total annual amount allocated for the employee's position.

2. Rehire Date for Payroll and Benefits Purposes

For payroll and benefits administration, an employee's most recent hire date shall be used if the employee returns to County employment following separation. No bridging of prior service time shall be permitted for vacation, sick leave, or related benefit accrual purposes.

BE IT FURTHER RESOLVED, that this amendment is effective immediately as of January 1, 2026, and shall remain in effect until formally incorporated into and approved as part of the updated Bourbon County Policy and Procedure Manual.

Adopted this 15th day of December, 2025. BOARD OF COUNTY COMMISSIONERS

BOURBON COUNTY, KANSAS

_____ Chairman

_____ Commissioner

_____ Commissioner

_____ ATTEST:

County Clerk

Resolution 50-25

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF BOURBON COUNTY, KANSAS, CONCERNING NOISE LIMITATIONS IN THE UNINCORPORATED AREAS OF THE COUNTY.

WHEREAS, the Board of County Commission of Bourbon County, Kansas, is authorized under K.S.A. 19-101 and applicable state statutes to adopt resolutions and regulations to protect and preserve the interest of Bourbon County and its citizens and to protect and promote the health, safety and welfare.

WHEREAS, the Bourbon County Board of Commissioners desires to protect the health, safety, and welfare of its residents by establishing regulations regarding excessive noise; and

WHEREAS, it has been determined by the Board of County Commissioners that unusual or loud noises are injurious to the health, peace, and quiet enjoyment of the public; and

WHEREAS, excessive noise can negatively impact the quality of life, tranquility, and property values of the county's citizens; and

WHEREAS, the United States Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the National Institute for Occupational Safety and Health, and the United States Department of Transportation, all identify excessive noise as a public health and safety hazard that can cause permanent hearing loss, and other health problems; and

WHEREAS, beyond the workplace, the EPA and health organizations such as the American Public health Association (APHA) recognized that excessive noise is a public health issue affecting the general population and requiring broader strategies to mitigate its negative impacts; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BOURBON COUNTY, KANSAS THAT THE FOLLOWING RESOLUTION BE ADOPTED:

1. It shall be unlawful, in the unincorporated area of Bourbon County, Kansas, for any person to permit, allow, make, continue to cause to be or continued any loud, unnecessary, or unusual unwanted noise, or any noise which either annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others.
2. The following EPA guidelines will be used to measure reported violations. To prevent hearing loss, noises greater than 70 dB for a duration of 24 hours. Any noise greater than 55 dB outdoors (7 a.m. to 10 p.m.) near sensitive areas (residences). Any noise causing a greater than 45 dB indoors (7 a.m. to 10 p.m.) in sensitive areas (residences). Any noises greater than 45 dB outdoors (10 p.m. to 7 a.m.) near sensitive areas (residences). Any noise greater than 35 dB indoors (10 p.m. to 7 a.m.) near sensitive areas (residences). These measurements recorded within 75 feet from the source shall be prima facie evidence of a violation of this section.

3. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motorboat, or motor vehicle, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom, shall be prima facie evidence of a violation of this section.
4. Enforcement shall be by the Bourbon County Commission or authorized designee.
5. Violations of this resolution will result in a Notice of Violation, Demand for Corrective Action, citation, or all of the above. The county may seek abatement or injunctive relief to stop continued violations.
6. Any person(s) determined to be in violation shall be subject to a fine of not more than five hundred dollars (\$500.00). Each day of violation constitutes a separate offense.
7. This Resolution shall be in effect from its adoption and publication once in the official county newspaper, as provided by law.

Adopted this 15th day of December 2025.

BOARD OF COUNTY COMMISSIONERS

BOURBON COUNTY, KANSAS

_____ Chairman

_____ Commissioner

_____ Commissioner

_____ ATTEST:

County Clerk

Minutes of the Special Meeting of the Board of Bourbon County Commission
Held on Monday, December 8, 2025, 5:30PM

ATTENDANCE

Bourbon County: Commissioner Beerbower, Commissioner Tran, Commissioner Milburn-Kee, County Clerk, Susan Walker and Register of Deeds, Lora Holdridge

Audience (for some or all the meeting): Joseph Smith, Clint Walker, Rachel Walker, Marlon Merida, JD Handly, Deana Betts, Don Tucker, Jean Tucker, Debbi Shepard, Sonia Hula, Gregg Motley, Teri Hulse, Mike Wunderly, Tim Emerson, Laura Krom, Jill Franklin, Michael Hoyt, EMS employees, Mike Hueston, David Saker, Bryan Murphy, Bill Martin, and Trey Sharp.

Key Topics

- Consent agenda items including accounts payable, longevity pay, and tax corrections
- EMS recognition and awards
- Executive sessions for discussion of financial affairs and legal consultation
- Culvert permit approval
- Speed limit discussion on 240th Street
- Relocation of the Kansas Department of Revenue Driver's License Division office
- Procedures for sale of county-owned real estate
- Budget amendments and transfers of funds
- Hiring for elevator maintenance

Insights and Takeaways

- There were issues with the process for building the meeting agenda, leading to confusion and back-and-forth discussions
- Concerns were raised about lack of oversight and accountability for county equipment and asset management
- Commissioners emphasized the need for clear communication, adherence to procedures, and putting the interests of the county and its citizens first
- Legal advisors explained solar agreements, settlements, resolutions and contribution agreements. Pete Owenby, Randy McNulty, and Mary Pemberton all spoke on or asked questions on the topic.

Notable Appearances

- Tom O'Dean with St. Lukes provided an award to EMS Paramedic, Mike Hueston for his outstanding service in recognizing the symptoms of a patient and performing the proper protocols assisting in saving David Saker's life.

Public Comments

- Lora Holdridge requested that the commission reconsider moving her equipment from Suite 12 where she had stored her equipment for years. If this space was not available, she would like to request room 10 or the 911 dispatch space for storage to have all of her equipment in one place.

- JD Handley asked why there a 3-minute time limit was implemented on speaking with the commission during a meeting. He also addressed the commission regarding a public works employee asking questions and no one responded to him and that he deserved a public apology. His final request was to put aside differences and take care the business of the county without spending more tax dollars.
- Greg Motley announced to the commission that he had resigned from the Freeman board since he will be taking his commission seat in January of 2026. He also shared statistics and financial commitments that Freeman has invested in our community.
- Deann Betz with Core Community thanked the commission for their past support and shared statistics on how the program has help 8 individuals come out of poverty over the past two years. She is also advocating for the contribution agreements that were made with the previous commission to support their efforts.
- Sonjia Hula with the Small Business Administration spoke on \$2 million dollars' worth of working capital low interest loans that are available with the Federal Government.

Conclusions and Decisions

- Approved resolution exempting Tennyson Creek and Hinton Creek solar projects from the county's commercial solar moratorium
- Approved contribution agreements, settlement agreements, and development agreements for the Tennyson Creek and Hinton Creek solar projects
- Approved resolutions to adopt contribution agreements for the Tennyson Creek and Hinton Creek solar projects
- Approved relocation of the Kansas Department of Revenue Driver's License Division office to the Bourbon County Courthouse
- Established procedures for the sale of county-owned real estate through a licensed real estate broker
- Tabled discussion on speed limit changes for 240th Street pending further review
- Directed the Clerk to provide updated information on budget amendments and transfers of funds in separate resolutions for clarity
- Agreed to further discuss hiring for elevator maintenance and related budget considerations

Overall, the discussion highlighted the need for the Board of County Commissioners to improve its processes, communication, and focus on serving the best interests of Bourbon County and its residents as it transitions to a five-member board in the coming year.

Actions During the Meeting

Milburn-Kee made a motion to approve the agenda presented by her adding SBA. Tran seconded an all approved.

Milburn-Kee made a motion to have a journal entry be completed by the Clerk for key locks charged to the Commission be moved to the IT budget. Beerbower seconded the motion and all approved.

Beerbower made a motion to approve the consent agenda. Tran seconded the motion and all approved.

Beerbower made a motion to go into executive session pursuant to 75-4319 (b)(4) for to discuss data relating to financial affairs or trade secrets of corporations, partnerships, trust, and individual proprietorships to include Jacob Bielenberg, Seth Wright, George McSheldon, and the three commissioners for 15 minutes to return at 6:30PM.

Beerbower made a motion to return to normal session at 6:31PM. Tran seconded the motion and all approved.

Beerbower made a motion to go into executive session pursuant to KSA 75-4319 (b)(4) for to discuss data relating to financial affairs or trade secrets of corporations, partnerships, trust, and individual proprietorships to include Jacob Bielenberg, Seth Wright, George McSheldon, and the three commissioners for 10 minutes to return at 6:45PM. Tran seconded the motion and all approved.

Beerbower made a motion to return to normal session at 6:46PM. Tran seconded the motion and all approved.

Beerbower made a motion to approve Resolution 41-25. Tran seconded the motion and Beerbower and Tran approved.

Beerbower made a motion to rescind the motion for 41-25. Tran seconded the motion and all approved.

Beerbower made a motion to approve Resolution 39-25, 40-25 and 41-25 for solar projects with Hinton Creek and Tennyson Creek. Tran seconded the motion and all approved.

Beerbower made a motion to approve amendments, settlement agreements and contribution agreements with Hinton Creek and Tennyson Creek. Tran seconded the motion and all approved.

Beerbower made a motion to go into executive session pursuant to KSA 75-4319(b)(2) for consultation with an attorney for the public body of agency which would be deemed privileged in the attorney-client relationship for 10 minutes with Jacob Bielenberg and the three commissioners to return at 7:30PM. Tran seconded and all approved.

Beerbower made a motion to return to normal session at 7:31PM. Milburn-Kee seconded the motion and all approved.

Beerbower made a motion to go into executive session pursuant to KSA 75-4319(b)(2) for consultation with an attorney for the public body of agency which would be deemed privileged in the attorney-client relationship for 5 minutes with Jacob Bielenberg and the three commissioners to return at 7:37PM. Milburn-Kee seconded and all approved.

Beerbower made a motion to return to normal session at 7:40PM. Tran seconded the motion and all approved.

Milburn-Kee made a motion to approve a culvert permit at 2222 35th Street. Beerbower seconded the motion and all approved.

Milburn-Kee made a motion to sign Resolution 38-25 establishing space and waiving rental fees for the 6th Judicial District Community Corrections. Beerbower seconded the motion and all approved.

Milburn-Kee made a motion to approve the application for real property relief for – Herman & Darlene Leihsing/Avis Bosley at 2453 Jayhawk Road, Fort Scott for house fire. Beerbower seconded the motion and all approved.

Tran made a motion to rescind his motion on 12.01.25 to transfer \$200,000 from the inmate housing fees to the general fund. Beerbower seconded the motion and all approved.

Milburn-Kee made a motion to approve Resolution 42-25 for the sales of real estate. Beerbower seconded the motion and all approved.

Milburn-Kee made a motion to approve Resolution 43-25 establishing office space for the Kansas Driver's License office in Suite 10 of the Bourbon County Courthouse. Beerbower seconded the motion and all approved.

Next Agenda & Future Meetings

- Areas of Responsibility Resolution
- Sheriff Craw-Kan Bill
- SEK Mental Health Board Members
- Create separate resolutions for each transfer
- Budget Amendment
- 2026 Calendar
- Broker Selection 108 2nd
- Handbook approval
- Update on Sanitation issues
- Quotes from Public Works on Benefit District
- Elevator
- No Meeting on 12.22.25

ATTEST:

THE BOARD OF COMMISSIONERS
OF BOURBON COUNTY, KANSAS

_____, COMMISSIONER

_____, COMMISSIONER

_____, COMMISSIONER

Susan E. Walker, County Clerk

Date Approved



RE: Otis Modernization Bid - Bourbon County Courthouse

From George, Kyle V <Kyle.George@otis.com>
Date Tue 12/2/2025 11:22 AM
To dneville <dneville@bourboncountyks.org>

 1 attachment (434 KB)

Turnkey Modernization Proposal - 12.2.25.pdf;

You don't often get email from kyle.george@otis.com. [Learn why this is important](#)

Hi David,

Hope you had a great Thanksgiving!

CBI sent me their quote – they'd been waiting on confirmation of fire alarm and they've been told they will be required to swap out the fire panel with a new panel entirely. They've noted it should be backwards compatible to your existing devices, but they'll need to test them to know with 100% certainty. You can see their scope in its entirety on pg. 8-9 of the proposal.

Please review and let me know if you have any questions.

Thanks,

Kyle George
Modernization Sales Representative
M: 913-209-5958

Otis
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Kansas City, KS 66103
USA

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Data privacy is important. Here's our [policy](#).

From: George, Kyle V
Sent: Tuesday, November 18, 2025 10:31 AM
To: dneville@bourboncountyks.org
Subject: Otis Modernization Bid - Bourbon County Courthouse

Hi David,

OTIS

HydroFit™ MOD



Otis HydroFit MOD™ Hydraulic Control System

12/2/2025

**Bourbon County
Courthouse**
210 S National Ave
Fort Scott, KS 66701

Otis Elevator Company
1100 W Cambridge Circle Dr.
Ste. 100
Kansas City, KS 66103

PROJECT LOCATION
210 S National Ave
Fort Scott, KS 66701

PROPOSAL NUMBER
F7SE0612

We propose to furnish labor and material to provide a microprocessor based HydroFit MOD control system. It is a digital closed-loop microprocessor-based control system specifically designed to meet the particular needs of modernizing hydraulic elevators.

Section 1



UNITS

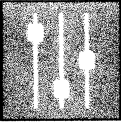
DUTY

The present capacity and speed of the elevators will be retained.

TRAVEL, STOPS & OPENINGS

The present travel, stops and openings of the elevators will be retained.

Section 2



OPERATION

NEW AUTOMATIC SELF-LEVELING

The elevator shall be provided with automatic self-leveling that shall typically bring the elevator car level with the floor landings + 1/4" regardless of direction of travel. The automatic self-leveling shall correct for over travel or under travel and rope stretch.

NEW SPECIAL EMERGENCY SERVICE

Special Emergency Service operation shall be provided in compliance with the latest applicable revision of the ASME/ANSI A17.1 Code.

Special Emergency Service Phase I to return the elevator(s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture.

The smoke detector system, if required, is to be furnished by others. The elevator contractor shall provide contacts on the elevator controller to receive signals from the smoke detector system.

A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

NEW INDEPENDENT SERVICE

When the Independent Service switch in the car operating panel is actuated; it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the "DOOR CLOSE" button.

NEW INSPECTION OPERATION

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

HOISTWAY ACCESS SWITCHES

An enabling keyswitch shall be provided in the car operating panel to render all car and hall buttons inoperative and to permit operation of the elevator by means of an access keyswitch adjacent to the hoistway entrance at the access landing.

OTIS ONE PLATFORM

Otis ONE is an internet of things (IoT) platform that enables advanced monitoring, big data analytics, and predictive maintenance to address potential issues before they occur, increasing elevator uptime and

reducing service disruptions. Activation of these features is subject to execution of a separate Otis ONE license and subscription agreement and additional annual subscription fee of \$720 which is not included in this Contract. Further, the Otis One hardware / equipment shall remain the property of Otis.

Optional Otis ONE Subscription

Otis ONE Plus with Voice Subscription Features

- IoT connection with continuous elevator data collection
- Monitoring by mechanics and OTISLINE
- Automated performance diagnostics and data analytics
- Over-the-air IoT software updates
- Otis Customer Portal access
- Real-time elevator status
- Performance & usage dashboards
- Service activity detail
- Predictive maintenance with remote dispatch
- Real-time alerts
- No "running on arrival" (ROA) fees at Otis' discretion
- Customized health reports
- VoIP phone service for trapped passenger communication
- When required by code an emergency personnel station will be included to allow emergency personnel to communicate with trapped passengers

Section 3



MACHINE ROOM EQUIPMENT

POWER SUPPLY

The power supply of 208v, 3-phase, alternating current will be retained with the new equipment arranged for this power supply.

NEW CONTROLLER

A microprocessor based HydroFit MOD control system shall be provided to perform all the functions of safe elevator motion and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform group operational control.

NEW SOFT STARTER

A new solid-state starter will be provided. It will be of the same power requirement and starting configuration as presently exists.

RETAIN PUMP MOTOR

The existing motor shall be retained. It will be thoroughly inspected. Any components requiring replacement will be of the original manufacture or its equivalent.

POWER UNIT

RETAINED SUBMERSIBLE

The existing power unit will be retained.

RETAIN VALVE

Your existing valve will be retained. It will be inspected and adjusted for proper operation. Existing coil voltage of 120VAC required for retention of existing valve.

Section 4



DOOR EQUIPMENT

NEW CLOSED LOOP DOOR OPERATOR

Install a new closed loop door operator. Car and hoist way doors shall be power operated by means of a closed loop door operator mounted on top of the car designed to give consistent door performance with changes in temperature, wind or minor obstruction in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.

NEW DOOR-PROTECTION DEVICE

Install a new solid state, infrared passenger protection device on the car door. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person.

NEW INTERLOCKS

New interlocks will be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing.

RETAIN CAR DOOR TRACKS AND HANGERS

The present car door tracks and hangers shall be retained and inspected for proper alignment. Any adjustment required will be accomplished.

RETAIN HOISTWAY ENTRANCES

The present hoistway entrances will be retained.

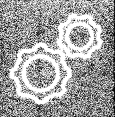
RETAIN HOISTWAY DOOR TRACKS AND HANGERS

The present hoistway door tracks and hangers shall be retained.

NEW HOISTWAY DOOR RESTRICTORS

Folding hoistway door restrictors shall be installed.

Section 5



HOISTWAY EQUIPMENT

NEW HOISTWAY OPERATING DEVICES (

Terminal stopping devices shall be provided to slow or automatically stop the car at the terminal landings and to automatically cut off the power and apply the brake, should the car travel beyond the terminal landings.

RETAIN CAR GUIDES

The existing car guides shall be retained. New inserts shall be installed.

RETAIN CAR INTERIOR

The present car interior shall be retained.

RETAIN FLOORING

The present flooring will be retained.

NEW PIT SWITCH

An emergency stop switch shall be located in the pit accessible from the pit access door.

RETAIN SPRING BUFFERS

The existing spring buffers shall be retained.

NEW ACCESS ALERT HOISTWAY SAFETY DEVICE

We will furnish and install all the necessary components, circuitry and wiring for a new Access Alert system, which will operate on the elevator car top and pit.

Access Alert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoistway. The Access Alert system meets all applicable safety codes.

This groundbreaking new product, Access Alert, is specifically designed to:

- Prevent work on top of the elevator without the top of car inspection station engaged properly.
- Prevents moving the elevator on inspection while personnel are in a potentially unsafe position.
- Prevent working in the elevator pit, while the pit stop switch is not engaged properly.

Meet applicable building and elevator codes.

Similar to the seatbelt alarm in your car, Access Alert provides a constant, noticeable reminder to anyone accessing the hoistway that they need to engage the stop switch before starting work. We believe the simplicity, ease of installation, and cost-effectiveness of this product will be an important way for you to invest in improving safety inside your facility.

Section 6



CAR FIXTURES

NEW INTEGRAL CAR OPERATING PANEL

An integral car operating panel shall be furnished. The panel shall contain a bank of mechanical illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons and a light switch. All buttons, when applicable, to be long life LED illumination. This panel shall be equipped with a button that shall initiate two-way communication between the car and a location inside the building, switching over to another location if call is unanswered.

NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest applicable revision of the ASME/ANSI A17.1 Code.

NEW CAR POSITION INDICATOR

A car position indicator shall be installed. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing.

NEW AUDIBLE SIGNAL (INDICATES PASSING OR STOPPING AT A LANDING)

An audible signal shall sound in the car to tell passengers that the car is either stopping or passing a landing served by the elevator.

Section 7



HALL FIXTURES

NEW HALL BUTTONS

New hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed. All buttons, when applicable, shall be long-life LED illumination.

NEW HALL LANTERNS

Direction lanterns shall be provided at all hoistway entrances, with "UP" and "DOWN" indicators at intermediate landings and single indicators at terminal landings. A chime shall sound once for the "UP" direction and twice for the "DOWN" direction to announce the impending arrival of the associated elevator car.

Section 8



WORK BY OTHERS – INCLUDED IN CONTRACT

The following items must be performed by others and Otis agrees to provide this work in accordance with the applicable codes and enforcing authorities unless specifically excluded:

Machine Room-

- 01: We will remove chain-link fence and construct a fire rated wall around the elevator equipment.
- 02: We will install a compliant door.
- 03: We will relocate existing main line disconnect.
- 04: We will install compliant switch, lighting, GFCI and circuitry as required in the new elevator room.
- 05: We will install phone wire in conduit.
- 06: We will install a thermostatically controlled exhaust fan and the related electrical.
- 07: We will install drip pan(s) as required.
- 08: We will install a new electrical sub panel for the required circuits.

Hoistway-

- 09: We will patch and rate shaft as required.

Pit-

- 10: We will install code compliant lighting and GFCI.
- 11: We will install a sprinkler in the pit.
- 12: We will install a compliant pit ladder.

Entrances-

N/A

Fire Alarm-

- 13: We will change out the existing FACP, install 2 smoke devises, 1 heat device, provide programming and testing as required for Shunt Trip and Phase One Emergency Recall Operation.

NOTE- With the change out of the FACP all existing fire alarm equipment is backwards compatible, but we will need to provide a full building test of all existing devices to confirm proper operation.

NOTE- we do not include any replacement of any existing devises or relays outside of the elevator scope

Exclusions-

- 01: We do not include any overtime, all work to be done during normal business hours.
- 02: We do not include any hazardous materials abatement, if required.
- 03: We do not include any EM power, ATS or generator work (we were told elevator not on EM power).

- 04: We do not include any upsizing of existing feeders.
- 05: We do not include a sump pump (has existing floor drain).
- 06: We do not include and cutting or patching for hall stations or PI's.
- 07: We do not include replacement of any existing fire alarm devices. Only fire alarm upgrade work specifically identified in our scope is included in our bid.
- 08: We do not include any in cab audio/visual requirements.

Owner to provide:

STORAGE

Provide dry, protected and secure storage space adjacent to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.

DISPOSAL

The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole responsibility of the Customer or owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the Customer or owner.

Section 9



GENERAL REQUIREMENTS

EXAMINATION OF EQUIPMENT

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

RE-MOBILIZATION

You agree to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to suspend work on the job to await the conclusion of work by others not party to this contract, we shall be entitled to a re-mobilization charge of **three thousand five hundred (\$3,500) dollars**. We shall also extend the stated durations to the extent that we are delayed.

INSURANCE

OTIS

Otis agrees to maintain 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 statutory limits. Employer's Liability in the amount of \$1,000,000 for Each Accident, Each Employee – Disease. 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.

CUSTOMER

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.

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.

PRE-EXISTING CONDITIONS HYDRAULIC

We have not included for any additional costs associated with identifying or correcting car weights previously increased or decreased more than the ASME code allowance of 5% of original design.

PAYMENT AND SCHEDULE OF VALUES

You agree to be bound and pay in accordance with the supplied schedule of values. We shall be paid for our material delivery invoice prior to starting installation work. We shall be paid in full for all change orders and the base Contract amount prior to scheduling an inspection and/or turnover of the elevators to you for use. Otis reserves the right at its absolute discretion to discontinue work or not turn over elevators unless payments are current.

- Our quoted price is based on the "Initial Payment" equaling **fifty percent (50%)** of Contract award. This amount PLUS a fully executed subcontract must be received prior to releasing equipment for manufacturing or scheduling any other work. Refer to the "Schedule of Values" below.
- Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.
- If Otis is directed by you to furnish any labor, service, or material that is outside of the mutually agreed upon scope of work of this Contract ("Out of Scope Work"), Otis may agree to perform such Out of Scope Work (1) subject to receipt of a written notice to proceed prior to commencement of any such Out of Scope Work; and (2) contingent upon receipt of a mutually agreed upon and executed change order within thirty (30) calendar days of such written notice to proceed. If the parties are unable to agree to terms that lead to the issuance of a mutually agreed upon and executed change order within such thirty (30) day period, Otis may suspend the Out of Scope Work. Notwithstanding any other provision, language, term or condition to the contrary, Otis shall not be liable for any project delays and/or damages, including but not limited to liquidated damages, associated with a delay in the issuance of a mutually agreed upon and executed change order.

SUBSTANTIAL COMPLETION/"LABOR PROGRESS PAYMENTS"

- This payment is due upon substantial completion of each modernized elevator. The "Labor Progress Payment" amount shown on the SOV is divided by the total number of elevators being modernized as a part of this Contract. Substantial completion is defined as a functional elevator that is acceptable by the authority having jurisdiction as useable for temporary or general use. Any agreed upon punch-list items will be corrected within a mutually agreeable timeframe. This payment, however, is still due upon substantial completion of each elevator.
- Final retention payment shall be due within thirty (30) days after acceptance of each elevator installation. Otherwise, warranties shall be suspended or terminated at Otis' absolute discretion.
- All change orders must be executed and paid prior to scheduling a final inspection and turnover of each elevator to customer.
- Otis will not agree to any language referencing or implying "pay when paid." This Contract is between Otis Elevator and referenced entity. The attached payment schedule ("Schedule of Values") is not contingent upon said entity's ability to be paid by others or any other factor or event not described above.
- Otis does not accept credit cards as a form of payment.

SCHEDULE OF VALUES:

SCHEDULE OF VALUES		
Base Contract Amount: \$199,700		
DUE DATE	DESCRIPTION	VALUE
Due within 30 days from date of invoice or prior to release of factory orders, whichever occurs first.	Engineering/Drawings/Mobilization 50% "Initial Payment"	\$99,850
Due within 30 days from date of invoice or prior to installation, whichever occurs first. Installation will not commence until this material payment is made.	Materials for project 25% "Material Delivery Payment"	\$49,925
Due within 30 Days from substantial completion of each elevator	Installation labor 25% "Labor Progress Payments"	\$49,925

Otis may add a surcharge to the Purchase Price to compensate for changes to import tariffs implemented **after the date hereof** by the United States government. The surcharge will be in an amount as determined by Otis that either approximates the increase in cost to the actual products imported hereunder due to such tariff increases, or in an amount that allocates the overall

increases in import tariffs across Otis' United States business to this project in proportion to the amount of imported materials allocated to this project.

LEAD TIME AND DURATION

We anticipate approximately 14 weeks manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization to take approximately 5 weeks per car
All work will be performed during our regular working hours of our regular working days.

SCHEDULE

Our proposal is based on a delivery date of July 1st, 2026. If the delivery date is delayed 90 calendar days or greater, customer agrees to pay applicable factory material price increases. A fully executed change order and full payment of the price increase, in addition to full payment of the required down payment by Customer is required prior to the factory material being ordered and released. Additionally, if your project schedule changes and extends installation or completion of labor into a future year or year(s), Customer agrees to pay applicable labor escalation price increases. A fully executed change order regarding the labor escalation price increase must be executed prior to mobilization and the start of any work.

Due to current market conditions the availability of elevator installation labor is limited. If this proposal is not accepted within 30 days, prior to acceptance of any award Otis reserves the unilateral right to decline the award based on a review of the project schedule and our labor availability/commitments.

CODE CLARIFICATIONS

ASME A17.1 / CSA B44 (2016 or earlier): It is our understanding the International Building Code (IBC), 2018 Edition is NOT applicable to this project. Otis has included an emergency communication system that conforms to ASME A17.1 / CSA B44 (2016 or earlier), Requirement 2.27.1.1. It should be noted that at the present time there is a potential conflict concerning the emergency communication system requirements between IBC 2018 and ASME A17.1 / CSA B44 (Safety Code for Elevators and Escalators) and you agree to hold Otis harmless for any claim, loss, cost, or damage in connection with any such conflict.

Work By Others

Customer or owner will provide one (1) dedicated outside telephone line to the elevator machine room as described in the "Work by Others" section.

The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

PRICE \$ 199,700.00 "Cost w/o Tax"
One Hundred Ninety-Nine Thousand Seven Hundred Dollars

This price is based on a **fifty percent (50%)** downpayment in the amount of **\$99,850.**

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract, and us when accepted by you and our authorized representative through execution of this proposal; or by your authorizing us to perform work for the project and our commencing such work. The purchase price in this proposal is subject to increase in the event commodity, fuel, and/or shipping transportation costs increase. This quotation is valid for thirty (30) days from the date of submission unless changed by us prior to a fully executed contract.

Accepted in Duplicated

Submitted by: _____
Kyle George

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: X _____

Print Name: _____

Title: _____

Name of Company: _____

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: _____

Signed: X _____

Print Name: _____

Title: _____

TERMS AND CONDITIONS

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.

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.

This quotation is subject to change or withdrawal by us prior to written acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this Contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty excludes any damage due to ordinary wear and tear and any damage due to any reason beyond our reasonable control including but not limited to vandalism, abuse, misuse, neglect, modifications not performed by us, or improper or insufficient maintenance by others. THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to the equipment furnished hereunder when final payment for such equipment is received by us. In addition, you shall be granted a license to use software incorporated into such equipment solely for operating such equipment and in accordance with the terms regarding licensing further below. Further, Customer shall not have the right to take title or possession of any of Otis' tools or machinery used by Otis in providing its services or work.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made pursuant to the payment schedule above and on the following terms: If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less the agreed upon retainage and the aggregate of previous payments. We shall be paid in full for all change orders and no less than the percentage base contract amount stated above prior to scheduling an inspection and/or turnover of the elevators to you for use. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.

Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the Contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates. We disclaim any responsibility for claims or damages associated with elevator service interruptions caused by or resulting from work performed by you or others retained by you to perform work.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Contract may be used by us as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this Contract.

We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

We shall conduct, at our own expense, the defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages or losses of any kind including, but not limited to, loss of revenues, loss of profits, loss of rents, loss of good will, loss to business opportunity, or harm to business reputation, in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. We will use commercially reasonable efforts to complete the work set forth herein with minimal disruption to elevator service for you and your tenants (as applicable). Notwithstanding the foregoing, the parties acknowledge that delays and disruptions in service are a normal result of the type of work described herein, and notwithstanding any other representations, warranties or indemnity obligations hereunder, we will have no liability for any direct or indirect damages resulting from interruptions in elevator service during the performance of our obligations. Neither party's liability to the other for any reason arising from this Contract shall exceed the value of the Contract.

Otis shall not be liable for any loss, damage, or delay nor be found to be in default or breach due to any cause beyond its reasonable control including, but not limited to, acts of God or nature: fire; explosion; theft; floods; water; weather; traffic conditions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively "Causes Beyond Otis' Reasonable Control"). Otis shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Otis' Reasonable Control. Otis' ability to maintain scheduled job progress is further conditioned upon the timely furnishing to Otis by Customer of completed and code compliant hoistway(s) (wellway) and machine rooms, necessary approvals and power of proper characteristics for Otis' uninterrupted use.

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 transfers information subject to the corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis and 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.

Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.