

Change Order



Schindler

Change Order Number: Q0929-004

Job Information

Job Name:	TOWN OF SCHODACK	Job No:	Q0929
To:	TOWN OF SCHODACK	From:	MICHAEL GEORGER Schindler Elevator Corporation
Address:	285 SCHUURMAN RD CASTLETON, NY 12033	Address:	12 WALKER WAY ALBANY NY 12205-4946
Attn:	DAWNE KELLY	Phone:	5187820744 x 4166
Fax:		Fax:	518-782-0949
Email:		Email:	kim.anderson@schindler.com
Date:	May 25, 2023		

Change Order Description

Scope: - SEC to take on update of the Fire Recall System and its recertification for the modernization

Total Cost: \$23,986.00

This Change Order amends the terms, conditions and scope of the Agreement for the referenced Job. By execution of this Change Order, the Contractor / Purchaser accepts the contract price change / scope change / schedule change described herein. Except as expressly modified, all terms of the original trade contract / subcontract shall remain in full force and effect.

Authorization

Please sign and return a copy to our office as approval and authorization by Subcontractor to make the change(s) in its Scope of Work.

Contractor
 Signature of Authorized Person Charles Peter
 Date: 5/31/23
 By: (Type Name) Charles Peter Title Supervisor

Subcontractor Schindler Elevator Corporation
 Signature of Authorized Person Michael Georger
 Date: 6/1/23
 By: (Type Name) Michael Georger - Sr. Sales Rep - MOD

UTILITY EASEMENT

THIS INDENTURE, made this ___ day of June, 2023, by and between:

WARREN T. AND DOREEN A. HOWE, residing at 1251 Maple Hill Road, Castleton-on-Hudson, New York, as **GRANTORS**,

and

TOWN OF SCHODACK, a municipal corporation existing under the laws of the State of New York, with offices located at 265 Schuurman Road, Castleton, New York 12033, as **GRANTEE**.

WITNESSETH, that the **GRANTORS**, in consideration of Four Thousand Three Hundred Dollars (\$4,300.00) and the installation of a water service under Maple Hill Road with a curb stop to be located at the property line of said property as well as other good and valuable consideration given by the **GRANTEE** to the **GRANTORS**, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to **GRANTEE** a permanent easement and right-of-way in, under and along the premises described in Exhibit "A" hereto for the purpose of installing, laying, building, constructing, maintaining, cleaning, using, operating, repairing, altering, replacing, and/or reconstructing lines, mains, piping, wiring, connections, and other related improvements for the provision of utility sewer services to make the required excavations therefor upon, over, or across said land; and to inspect the same from time to time; together with the right of said **GRANTEE**, its officers, employees, agents, or contractors, of ingress and egress to enter upon, from, and along said premises for the full and complete use, and occupation of the easement hereby granted, and all the rights and privileges incident thereto, including but not limited to any of the purposes hereinbefore specified. When practicable **GRANTEE** shall attempt to notify **GRANTOR** a minimum of 72 hours prior to physically entering the said easement.

To have and to hold the said permanent easement and right-of-way granted unto the **GRANTEE** and its successors and assigns forever.

The **GRANTOR** hereby covenants with the **GRANTEE** that they are lawfully seized and possessed of the real property described in the attached map by MJ Engineering & Land Surveying, PC dated May 2022 that they have a good and lawful right to convey it, and any part thereof, including the rights conveyed by this instrument, and that they will forever warrant and defend the title thereto against the claims of all persons whomsoever.

IN WITNESSETH WHEREOF, the **GRANTOR** has executed this instrument on the day and year first above mentioned.

GRANTOR: _____

Warren T. Howe

GRANTOR: _____

Doreen A. Howe

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) S.S.:
COUNTY OF RENSSELAER)

On the ___ day of June, 2023, before me, the undersigned, personally appeared Warren T. Howe, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

Commission Expiration Date: _____

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) S.S.:
COUNTY OF RENSSELAER)

On the ___ day of June, 2023, before me, the undersigned, personally appeared Doreen A. Howe, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

Commission Expiration Date: _____

EMS AGREEMENT

- 1. This agreement will run co-terminus with the equipment lease or a minimum of 3 years with 2 additional 1 year renewal periods; unless Buyer cancels in writing by said anniversary date under the terms of cancellation set forth in paragraphs 2 and 3.
- 2. Cancellation: In addition to the rights of termination contained in paragraph 1, Buyer shall have the right to cancel this agreement upon 30 days written notice and payment in full of the liquidated damages charges as set forth in paragraph 3. In addition to its rights of termination provided for elsewhere in this agreement, Eastern Copy Products, LLC may cancel this agreement upon ten (10) days written notice if Buyer fails to pay amounts due to Eastern Copy Products, LLC, according to this agreement.
- 3. Liquidated Damages: In the event of Buyer's default or upon his election and the subsequent cancellation of this agreement, Buyer promises to pay to Eastern Copy Products, LLC, the following amount as reasonable liquidated damages (and not as a penalty) for each breach hereof:
 - a. During the first twelve months of the initial period, 12 times the minimum EMS charges.
 - b. At any time thereafter, six times Buyer averages monthly EMS charge.
- 4. Default: If Buyer shall default in the performance of any obligation hereunder, and such default remain uncured for seven days, Eastern Copy Products, LLC, may cancel this agreement upon seven days written notice and charge Buyer according to the formula contained in paragraph 3 above and for the reasonable value of unconsumed parts and supplies not returned to Eastern Copy Products, LLC. After such notice on cancellation, Eastern Copy Products, LLC shall have no further obligation to perform pursuant to this agreement.
- 5. Buyer agrees not to relocate the equipment subject to the EMS portion of this contract outside of Eastern Copy Products, LLC servicing area and, in the event of such relocation, Buyer agrees that this contract shall be deemed terminated by Buyer and Buyer agrees to pay liquidated damages upon such termination in accordance with the formula set forth in paragraph 3 and for unconsumed parts and supplies as set forth in paragraph 4.
- 6. Disclaimer: Eastern Copy Products, LLC expressly disclaims any duty as an insurer of the Equipment herein, and Buyer shall pay for all costs of repair and parts or replacement of the equipment caused by an casualty, theft, or negligent act of Buyer or Buyer's agents, which specifically includes abuse or misuse of the equipment, and service conducted by personnel other than those of Eastern Copy Products, LLC
- 7. Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remain with Eastern Copy Products, LLC until said supplies or parts are consumed to the extent they may not be further utilized in the copy making process.
- 8. Assignment: No assignment of any rights there under shall be valid as to Eastern Copy Products, LLC unless consented to in writing in advance by same.
- 9. Complete Agreement: Buyer specifically agrees that NO OTHER representations, constitutions or warranties other than those set specifically in writing herein have been made or have been relied on in the making of this agreement.
- 10. This agreement does not include: purchase, delivery or installation charges of the equipment, optional accessories, in-shop reconditioning or major modifications to the equipment, or mileage on service calls for customers outside a 50-mile radius of Eastern Copy Products, LLC
- 11. If Eastern Copy Products, LLC does not receive the current month copy count, the current month EMS charges will be an average of the prior three months of EMS charges.
- 12. Buyer shall pay all of Eastern Copy Products, LLC costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto, or in the enforcement of its rights against Buyer, including reasonable attorney's fees, whether or not suit be brought. Buyer agrees that proper venue of any action at law or in equity brought by Eastern Copy Products, LLC to enforce its rights hereunder may be brought in a court of competent jurisdiction in Onondaga County, New York.
- 13. Warranty: Eastern Copy Products, LLC represents and warrants for a period of 90 days from the date hereof that the products sold hereunder are free from material defect or workmanship, and liability of Seller is expressly limited to the replacement or the repair of the parts or products which may be defective. Except as set forth above, Seller disclaims any other warranties, including any warranty of fitness for purpose. In any event, Seller shall not be liable for any special or consequential damages arising out of any breach hereof.

EASTERN COPY PRODUCTS, LLC SHALL:

- 1. Train customer personnel in the use of Equipment at reasonable times.
- 2. Perform maintenance cleaning and make inspections, adjustments and repairs, replace defective parts without additional charge to the customer.
- 3. Furnish all supplies included on reverse side of contract, to be delivered at accepted intervals in quantities as usage history dictates as determined by Eastern Copy Products, LLC and additional deliveries as required.
- 4. Have the right to increase the EMS rate at each one year interval as described in paragraph one.
- 5. Furnish emergency service calls as reasonably requested during normal working hours (8:30 a.m. to 5:00 p.m. daily), excluding Saturdays, Sundays and holidays.

BUYER SHALL:

- 1. Promptly notify Eastern Copy Products, LLC of any problem or malfunction with the equipment and cease usage until correction of same.
- 2. Use all supplies only for copy making purposes in the Equipment.
- 3. Allow Eastern Copy Products, LLC access to clean, inspect or repair the Equipment at any time during reasonable business hours.
- 4. Provide Eastern Copy Products, LLC true and accurate copy counter readings in any reasonable manner requested by them.
- 5. Provide suitable electrical service and maintain proper environmental requirements.
- 6. Pay all invoices within 30 days or be subject to a 1.5% monthly service charge on any unpaid balance.

Initial: _____