

## AMENDED ELEVATOR & ESCALATOR MAINTENANCE 2022-2024

**WHEREAS**, Otis Elevator Company (hereinafter called Contractor) and The City of Reno, (hereinafter called Owner) entered into the Contract on or about December 27, 2021 effective January 1, 2022;

**WHEREAS**, the Contract needs to be amended to add to the scope of work to modernize the elevator at McKinley;

**WHEREAS**, the Contract needs to be amended to increase the Contract amount; and

**WHEREAS**, Contractor and Owner agree to amend the Contract as follows:

- I. Scope of Work is amended to add the work as describe in Attachment A in the not to exceed amount of \$175,000 which includes a contingency amount of \$20,543.45.

All other terms and provisions of the Contract of December 27, 2021 effective January 1, 2022 remain in full force and effect.

This amendment is effective the date approved by the Owner.

OWNER:  
City of Reno

CONTRACTOR:  
Otis Elevator Company

\_\_\_\_\_  
Hillary L. Schieve, Mayor

\_\_\_\_\_  
Matt Angulo

ATTEST:

\_\_\_\_\_  
Mikki Huntsman, City Clerk

APPROVED:

\_\_\_\_\_  
Susan Ball Rothe, Deputy City Attorney

# ATTACHMENT A

# Otis Service and Repair Order

2/16/2024

**CUSTOMER NAME**

CITY OF RENO  
55 E. FIRST STREET  
RENO, NV 89505

**OTIS ELEVATOR COMPANY**

725 Trademark Dr. Suite 102  
RENO, NV 89521

**OTIS CONTACT**

Jacob O'Rourke  
Phone: +1 (775) 870-0380  
Email: Jacob.O'Rourke@otis.com

**PROJECT LOCATION**

MCKINLEY  
925 RIVERSIDE DR  
RENO, NV 89503

**PROPOSAL NUMBER**

QTE-001839378

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
G17808	MA1

**SCOPE OF WORK****Otis' HYDRO ACCEL ELEVATOR MODERNIZATION - BUDGET PRICING**

We propose to furnish labor and material to provide a hydraulic microprocessor-based control system. It is specifically designed to meet the particular needs of modernizing hydraulic elevators. The system is integrated by communications over serial links and discrete wiring.

**DUTY**

The present capacity will be retained.

**STOPS AND OPENINGS**

Present stops and openings will be retained.

**SOFT STARTER (NEW)**

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

**POWER UNIT (NEW)**

The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler.

The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise. A muffler is provided to dissipate pulsations and noise from the flow of hydraulic fluid. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

**AUTOMATIC SELF-LEVELING (WITH NEW HOISTWAY LEVELING DEVICE)**

The elevator shall be provided with automatic self-leveling that shall bring the elevator car level with the floor landings, no more than +/- 1/2" assuming proper loading. The automatic self-leveling shall correct for over travel or under travel.

**CONTROLLER**

A microprocessor-based 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.

Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system downtime.

#### OPERATION - ONE CAR

Operation shall be automatic by means of the car and landing buttons. Stops registered by momentary actuation of the car or landing buttons shall be made in the order in which the landings are reached in each direction of travel after the buttons have been actuated. All stops shall be subject to the respective car or landing button being actuated sufficiently in advance of the arrival of the car at that landing to enable the stop to be made. The direction of travel for an idle car shall be established by the first car or landing button actuated.

"UP" landing, calls shall be answered while the car is traveling in the up direction and "DOWN" landing, calls shall be answered while the car is traveling down. The car shall reverse after the uppermost or lowermost car or landing call has been answered, then proceed to answer car calls and landing calls registered in the opposite direction of travel.

If the car without registered calls arrives at a floor where both up and down hall calls are registered, it shall initially respond to the hall call in the direction that the car was traveling. If no car call or hall call is registered for further travel in that direction, the car shall close its doors and immediately reopen them in response to the hall call in the opposite directions. Direction lanterns, if furnished, shall indicate the change of direction when the doors reopen.

An independent service switch shall be provided in the car operating panel which, when actuated, shall cancel previously registered car calls, disconnect the elevator from the hall buttons and allow operation from the car buttons only.

#### SPECIAL EMERGENCY SERVICE -FIRE SERVICE

Special Emergency Service operation shall be provided in compliance with the 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. If required, the smoke detector system is to be furnished by others. The elevator contractor shall provide input connections 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.

#### 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

On top of the car an operating fixture shall be provided containing continuous pressure "UP" and "DOWN" buttons, an emergency stop button, and an inspection-initiating switch. This switch makes the fixture operable and, at the same time, makes the door operator and car and hall buttons inoperable

#### ACCESSALERT HOISTWAY SAFETY DEVICE

Included in this scope of work we will furnish and install all of the necessary components, circuitry and wiring for a new AccessAlert system, which will operate on the elevator car top and pit. AccessAlert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoistway.

#### APPLIED CAR OPERATING PANEL (NEW)

An applied car-operating panel shall be furnished. The panel shall contain a bank of illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button or

switch, door open and door close buttons, and a light switch. The emergency call button shall be connected to a bell that serves as an emergency signal. A fan switch, if optional fan is provided, shall also be located in the car-operating panel. All car operating panel lamps shall be the low-voltage long life lamps.

#### OTIS HANDSOFF® PHONE (NEW)

We propose to furnish and install the Otis HANDSOFF® phone. The HANDSOFF phone is a telephone that enables communication between persons in the elevator and a 24-hour answering service.

The HANDSOFF phone will be mounted in a telephone box or surface mounted in the elevator cab. It will automatically dial a preprogrammed number and will inform the answering service of the elevator location via prerecorded digital voice communication. After disclosing the elevator location, the phone will allow two-way voice communication. The HANDSOFF phone contains two light-emitting diodes -- one that indicates the call is in progress and another that indicates the call has been acknowledged. After receiving acknowledgment of the call from the answering service, a deaf/mute person can signal the answering service by reactivating the call button. The phone can be easily programmed and allows incoming calls to be received. The telephone will be furnished and installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators and is registered with the FCC.

#### CAR POSITION INDICATOR

A digital position indicator shall be provided and installed in car operation panel.

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

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.

#### EMERGENCY CAR LIGHTING (NEW)

An emergency power unit employing a 12-volt sealed rechargeable battery and a 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 revision of the ASME/ANSI A17.1 Code.

#### HALL BUTTONS (NEW)

New hall buttons shall be installed at each landing, an up and a down button at each intermediate landing and a single button at each terminal landing.

When a call is registered by momentary pressure on a landing button, that button shall become illuminated and remain illuminated until the call is answered. Hall button lamps shall be low-voltage, long life lamps.

#### HOISTWAY OPERATING DEVICES (NEW)

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

#### CAR GUIDES (RETAINED)

The existing car guides shall be retained. They shall be thoroughly inspected. Any worn parts will be replaced by the original manufacture parts or equal.

#### CAR FRAME (RETAINED)

The existing car frame shall be retained.

#### DOOR OPERATOR (NEW)

A new door operator shall be installed.

Doors on the car and at the hoistway entrances shall be power operated by means of the new door operator mounted on top of the car. The door operator is a closed-loop system designed to provide consistent door performance despite changes in temperature or wind and despite the presence of minor debris in the door track. The system continuously monitors door speed and position and adjusts them to match the predefined profile.

Door operation shall be automatic at each landing, with door opening initiated as the car arrives at the landing. Closing will take place after an adjustable time interval expires. An electric car door contact shall prevent the elevator from operating unless the car door is in the closed position.

Door close shall be arranged to start after a minimal time, consistent with ADA requirements. Doors shall be arranged to remain open for an adjustable time period sufficient to meet ADA requirements.

Elevator cars' door-open time intervals, when the car is at a landing, shall be adjustable independently for the cars' responses to car and hall calls.

#### INTERLOCKS Otis 6940

#### OPTIGUARD ENTRANCE-PROTECTION DEVICE (NEW)

A solid-state, infrared passenger protection device shall be installed on the car door. This system uses 154 infrared emitters and detectors to create an invisible "net" across the elevator entrance.

The OPTIGUARD system continuously scans for interrupted beams. If any beam in the curtain is interrupted; the OPTIGUARD system will reopen the elevator door instantly.

OPTIGUARD helps reduce potential injury to passengers as they enter and exit the elevator. The OPTIGUARD systems infrared beams will also detect approaching objects which reduces potential for damage to elevator doors caused by mail carts, stretchers or other moving equipment.

If these beams strike an object in the middle of the entryway, light reflects off the object into special photo-diode receivers mounted on the opposite side of the entrance, which scan into the entryway. If the receivers detect enough light, a reversal signal is generated to open the doors.

If any curtain beam is interrupted, a door-reversal signal will cause the elevator doors to reopen without touching the passenger. After a car stop is made, the door shall remain open for a predetermined interval before closing. If, while the door is closing, the matrix of invisible light beams is interrupted by a passenger entering or leaving the car, the door shall stop and reopen, after which the door shall again start closing.

#### HOISTWAY ENTRANCES (RETAINED)

The present hoistway entrances will be retained.

#### PIT SWITCH (NEW)

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

#### SPRING BUFFERS (RETAINED)

The existing spring buffers shall be retained.

#### WIRING

All new wiring and electrical interconnections shall comply with governing codes. Insulated wiring shall have flame-retardant and moisture-proof outer covering and shall be run in conduit, flexible tubing or electrical wire ways. Traveling cables shall be flexible and suitably suspended to relieve strain on individual conductors.

#### ENGINEERING DESIGN

All new material furnished will be specifically designed to operate with original elevator equipment being retained, to maximum performance and eliminate any divided responsibility.

#### SUPERSEDED MATERIAL

All material removed or unused, not required in the modification will become the property of Otis and we reserve the right to remove and retain it.

#### PERMITS AND INSPECTIONS

The elevator contractor shall furnish all licenses and permits and shall arrange for and make all required inspections and tests.

#### CODE

The elevator equipment shall be furnished and installed in accordance with the ASME/ANSI A17.1 Safety Code for Elevators and Escalators, An American National Standard, including the latest Supplement, and the Americans with Disabilities Act.

#### CODE (LOCAL)

The elevator equipment shall comply with all applicable local codes.

#### WORK BY OTHERS

The following items must be performed by others at no costs to us, and you agree to:

Provide suitable ventilation and cooling equipment, if required, to maintain the machine room ambient temperature between 32oF and 113oF. The relative humidity should not exceed 95 percent non-condensing.

Provide electrical power for light, tools, hoists, etc. during installation as well as electrical current for starting, testing and adjusting the elevator.

Provide a smoke detector system, located as required with wiring from the sensing devices to each elevator controller.

Do any required cutting, including cutouts to accommodate hall signal fixtures, patching and painting of walls, floors or partitions.

Provide a dedicated LAN Connection.

Provide a fused disconnect switch or circuit breaker for each elevator per the applicable National Electrical Code with feeder or branch wiring to controller. Size to suit elevator contractor.

Provide a 120-volt AC, 20 amp, single-phase power supply with fused SPST disconnect switch for each elevator with feeder wiring to each controller for car lights.

Provide a separate 120-volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room and lobby or other applicable location, for power to each elevator video display panel and controller when display system is provided.

Provide a 120-volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room or other locations as required for information display terminal and controller of information display when provided. Also, provide one (1) pair of shielded/twisted conductors between the terminal and the machine room.

Provide a safe and dry on-site storage area for elevator material.

Any modification or installation of lights and/or electrical outlets in the machine room and/or pit to be performed by others.

#### LIMITATIONS

Under no circumstances shall Otis be liable for indirect, consequential, or special damages resulting from the installation or use of this product.

We will include all engineering, wiring, print, software, and control changes.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

A representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above.



**PRICE**

\$150,456.55

One hundred fifty thousand four hundred fifty-six and 55/100 dollars

This price is based on a thirty percent (30%) downpayment in the amount of \$45,136.97 to cover the Material Costs.

Payment terms:

- The base proposal price is contingent upon receiving a downpayment of thirty percent (30%) of the base contract amount.
- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

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 (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

**CITY OF RENO**

**Otis Elevator Company**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Matt Angulo

Title: \_\_\_\_\_

Title: Senior Manager & GM - Sacramento

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Company Name: CITY OF RENO

☐ Principal, Owner or Authorized Representative of  
Principal or Owner

☐ Agent \_\_\_\_\_  
(Name of Principal or Owner)

**THE TERMS AND CONDITIONS OF OUR EXISTING MAINTENANCE AGREEMENT OTIS  
CONTRACT # SV 05832 SHALL GOVERN THIS WORK.**

## TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. 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.
3. Payments shall be made as follows: A down payment of Thirty percent (30.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. 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. 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.
4. 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 a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, 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 then current labor rates.
6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used 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.
7. 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.
8. 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, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this 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 causes beyond our control. We shall conduct, at our own expense, the entire 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 and authority 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 to use 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 and obsolescence.  
THE EXPRESS WARRANTIES SET FORTH HEREIN 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 ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. 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 (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

11. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
13. 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](http://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.
14. This Agreement 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 Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
15. This Contract will be deemed voidable, even after execution, if it is determined by Otis 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.
16. 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.
17. Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCBs, oil, or any hazardous substances in soil, water or elsewhere. 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.
18. The disposal of the cylinders, underground piping, and any and all related materials shall be the sole responsibility of the Owner. Additionally, the Owner is solely responsible for the removal and/or disposal of oil, contaminated soil, water and or other by-products. In the event that any contaminated soil or groundwater is discovered during the performance of the work, Otis will notify the Owner in writing. During the time the Owner is performing any such removal or disposal, Otis is excused from its performance under this Agreement, and Owner will compensate Otis for any and all costs attributable to any such delay. Furthermore, Owner will indemnify and hold harmless Otis from any cost, liability or expense imposed upon, or incurred by, Otis under any state, provincial, federal or other law because of or arising out of any contamination, alleged contamination of the property (including reporting requirements with regard to same, if applicable), or removal or disposal of oil, contaminated soil or water or otherwise.