

PLUS (COMPLETE MAINTENANCE) AGREEMENT FOR VERTICAL TRANSPORTATION

PURCHASER (Equipment Owner):

City of Aurora 44 East Downer Place Aurora, Illinois 60506

SERVICE LOCATION:

Aurora Police Parking Garage 1230 E. Indian Trail Road Aurora, Illinois 60506

EQUIPMENT DESCRIPTION

Make	Model		ight		enger	Escalator	Walk	Other
		Traction	Hydraulic	Traction	Hydraulic			
	Microprocessor			6				

This Agreement, dated <u>2/19/2010</u>, between <u>City of Aurora</u> (Purchaser) and KONE Inc. Is for Complete Maintenance for the vertical transportation equipment located at <u>Aurora Police Parking Garage</u>.

KONE and Purchaser, in consideration of the terms set forth herein, agree as follows:

PRICE

\$1,636.00 (ONE THOUSAND SIX HUNDRED THIRTY-SIX AND 00/100 DOLLARS) per month payable by Purchaser quarterly in advance (\$4,908.00 per quarter).

PERFORMANCE

KONE will systematically examine, maintain, adjust and lubricate the equipment described above. In addition, unless specifically excluded elsewhere, KONE will repair or replace the following if the repair or replacement is, in KONE's judgment, necessitated by normal wear and tear:

TRACTION ELEVATORS

MICROPROCESSOR CONTROL SYSTEM

All control system components. System performance examinations will be conducted to

ensure dispatching and motion control systems are operating properly.

GEARED/GEARLESS MACHINES

All geared and gearless machine components.

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

CAR EQUIPMENT

All elevator control system components on the car.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

RAILS AND GUIDES

Guide rails, guide shoe gibs and rollers.

HOIST ROPES

Hoist ropes will be properly lubricated and adjusted for equalized tension.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door

Aurora Police Rev. 5 1/15/09

This document is a confidential agreement between KONE Inc. and Purchaser, and shall not be shared with any third party. © 2009 KONE Inc.

protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to relamping of signal fixtures will be considered billable.

HOURS OF SERVICE

All work covered under this Agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

SERVICE REQUESTS (CALLBACKS)

In addition to preventive maintenance, this Agreement covers minor adjustment service requests during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein. Service requests are defined as minor adjustments, corrections or entrapments that require immediate attention and are not caused by reasons beyond KONE's control. Service requests that require more than one technician or more than two hours to complete will be scheduled as a repair during the regular hours of service.

If Purchaser should require, at any time, service requests (unless included above) to be made on overtime, Purchaser will be charged only for the difference between KONE's regular hourly billing rate and KONE's regular overtime billing rate applicable for each overtime hour worked.

TESTS

KONE will perform the following tests on the equipment:

TRACTION ELEVATOR

An annual no load test.

KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test.

EXCLUSIONS

KONE assumes no responsibility for the following items or services, which are excluded from the Agreement:

GENERAL

KONE shall not be obligated to: perform safety tests other than those specified herein; install new attachments or make equipment changes or adjustments required by new or retroactive code changes; perform tests or correct outstanding violations or deficiencies prior to the effective date of this agreement; make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room or environmental conditions (including temperature variations below 50 degrees and above 90 degrees Fahrenheit), excessive humidity (greater than 95% non-condensing humidity), water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts, or tampering with the equipment by unauthorized personnel; repair or replace parts damaged by negligence, misuse or any other cause beyond its control.

OBSOLESENCE

Obsolete items (including, but not limited to, assemblies, parts, components or systems) are excluded from this agreement and are defined as an item for which the original design is no longer regularly manufactured by the OEM or the original design has been replaced with an item of a different design. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price. Obsolete items and the labor to replace them will be at the owner's expense. Any modifications to existing equipment necessary to accommodate replacement components will also be at the owner's expense. KONE will not be required to furnish reconditioned or used parts. Once upgraded by KONE, obsolete items will be covered under this Agreement.

ELEVATOR

Refinishing, repairing, replacing or cleaning of car enclosure, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or other security systems, light tubes and bulbs, pit pumps, emergency power generators, hydraulic cylinder, unexposed piping, disposal of or clean-up

Aurora Police

of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE shall not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this agreement.

REMOTE MONITORING

If your unit is equipped with remote monitoring capabilities, KONE reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of your equipment.

PURCHASER ASSURANCES

Purchaser agrees to: be solely liable for the proper use of this equipment; furnish KONE with a list of authorized personnel responsible for building operations; provide KONE with a complete set of as-built wiring diagrams; shut down the equipment and notify KONE if the equipment is not functioning properly; notify KONE of any injury or accident in or about the equipment (verbal notification immediately and written notification within three days); perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein: provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. To ensure safe and consistent service and operation of your equipment, Purchaser shall not permit anyone other than KONE to perform work covered under this Agreement. KONE shall be allowed to provide a price and negotiate for all work outside this Agreement. If KONE is not selected to perform said work, KONE reserves the right to inspect the work at Purchaser's cost and exclude such work from the service Agreement if it is not completed to KONE's satisfaction. Price may also be adjusted if the equipment is modified.

TERM

The service specified will be furnished from the effective date stated herein, and shall continue for an initial, non-cancelable term of TEN (10) years. This Agreement will automatically renew for successive terms of TEN (10) years thereafter. Either party may terminate this Agreement either at the end of the initial TEN (10) year term or at the end of any subsequent TEN (10) year term by giving the other party ninety (90) days written notice, via certified mail, prior to the expiration date of the Agreement, the expiration date being TEN

(10) years from the effective date of this agreement or TEN (10) years from the effective date of any subsequent renewal term.

Premature cancellation of this Agreement or delayed notice of termination shall constitute a material breach of contract and the entire remaining amount of the contract will accelerate and become due to KONE as liquidated damages. In the event of the sale, lease or other transfer of the ownership of the equipment described herein, or the premises in which it is located, Purchaser will provide KONE with thirty days written notice of this transaction and Purchaser will notify the new Purchaser of the existence of this Agreement and provide KONE with the new Purchaser's complete contact information.

KONE may, at its sole discretion, temporarily suspend upon written notice or terminate entirely upon thirty (30) days' written notice this Agreement at any time due to the Purchaser's breach of contract. In the event of circumstances presenting a safety hazard to the riding public or KONE's technicians (including, but not limited to, Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice.

PERFORMANCE CLAUSE

Purchaser may, at any time and at Purchaser's expense, call for a mutually agreeable independent elevator consulting firm to evaluate KONE's performance within the scope of this Agreement.

If it is found KONE is not complying with the terms of this Agreement, a detailed report shall be submitted to KONE outlining the specific requirements and a minimum period of sixty (60) days shall be allowed for KONE to correct the non-compliances within the scope of this Agreement.

In the event KONE fails to correct the noted material items within the allowed time, Purchaser shall have the right to terminate this Agreement by giving KONE thirty (30) days written notice. Not withstanding this right, Purchaser remains obligated to pay all outstanding balances owed KONE.

PRICE ADJUSTMENTS

The price will be adjusted annually on January 1 of each year of the Agreement. The payment adjustment will reflect the increase or decrease in labor costs.

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Labor

100% of the current price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost. The straight time labor cost is the sum of the straight time hourly rate plus the cost of fringe benefits (including but not limited to welfare, pension, vacations, paid holidays, insurance, and other union contributions) paid to elevator examiners in the locality the equipment is maintained.

KONE reserves the right to additionally adjust the contract price under extraordinary circumstances if the cost of fuel (based on the Producer Price Index of Commodities for Gasoline), insurance or other administrative expenses increase.

PAYMENT TERMS

Payments are due within ten (10) days of date of invoice. A delinquent payment charge of 11/2% per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to delinquent payments. In the event of default of the payment terms, Purchaser agrees to pay the defaulted amount, all attorney fees, collection and court costs. Failure to pay any sum due by Purchaser within sixty (60) days will be a material breach. KONE may declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid, KONE may suspend service, and be discharged from further obligations under the contract. If KONE exercises its right to suspend service, KONE shall not be responsible for injury or damage resulting from the lack of service. When service is resumed, Purchaser will be responsible for any costs KONE incurs as a result of the lapse in service, including inspection and repairs.

These payment terms shall also be applicable to any charges for work outside the scope of this Agreement.

TAX

Purchaser shall pay any tax imposed upon Purchaser, KONE or its suppliers.

INDEMNITY CLAUSE

Purchaser shall indemnify, defend and save harmless KONE from and against liabilities, losses and claims of any kind or nature imposed on, incurred by, or asserted against KONE arising out of the concurrent, active or passive negligence of KONE in any way connected with the services provided under this Agreement or the use or operation of the equipment. Purchaser hereby

waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE.

OBLIGATIONS OF THE PARTIES

Nothing in this Agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment covered by this Agreement. Purchaser shall be solely responsible for supervising the use of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchaser's customarily carry for the life of this contract (naming KONE as an additional insured) arising out of the services provided under the Agreement and/or the ownership, maintenance, use or operation of the equipment described herein.

Neither KONE nor its affiliates shall be liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, material shortages or by any other cause which is beyond its reasonable control, or in any event, for incidental or consequential damages. KONE shall not be liable for any work, service or material other than that specifically mentioned herein.

KONE will not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

ADDITIONAL TERMS

This Agreement including changes in or additions to shall not be binding upon KONE until approved by authorized KONE management. Submission of this Agreement does not void or otherwise nullify any existing contract until this new Agreement is signed and approved by both parties. If the Purchaser does not sign this Agreement within ninety days after the submitted date, this Agreement is null and void. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser.

THIS CONTRACT CONTAINS CERTAIN EXPRESS WARRANTIES. EXCEPT FOR THESE

Aurora Police

Rev. 5 1/15/09

EXPRESS WARRANTIES, KONE DISCLAIMS
ALL OTHER WARRANTIES OF ANY KIND,
WHETHER EXPRESS, IMPLIED, STATUTORY
OR OTHERWISE, INCLUDING WITHOUT
LIMITATION ANY WARRANTY OF NONINFRINGEMENT AND THE IMPLIED
WARRANTIES OF MERCHANTABILITY AND
FITNESS FOR A PARTICULAR PURPOSE,
CUSTOMER'S SOLE REMEDY AND KONE'S
SOLE LIABILITY FOR BREACH OF WARRANTY
IS RE-PERFORMANCE OF SERVICES OR
DELIVERING OF CONFORMING MATERIALS.

This Agreement is confidential between Purchaser and KONE and shall not be distributed to third parties. Additional Terms & Conditions Attachment A is considered an integral part of this agreement.

VENUE

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.

EXTENDED TERM SAVINGS OPTION

Upon selection of one of the extended terms below, KONE will apply the corresponding discount:

Term	Savings	Accepted
Ten (10) years	3%	
Fifteen (15) years	5%	
Twenty (20) years	7%	

PREPAYMENT DISCOUNT

Upon selection of one of the prepayment discounts below, KONE will apply the corresponding discount:

Payment Term	Discount	Accepted
Annual in advance	2%	
Semi-annual in advance	1%	

CUSTOMER INFORMATION

Who is the building and equipment	Owner?		
Legal Name of the Company:			
Address:			
City:	State:	Zip:	
Contact Name:	Title:		
Is the Owner tax exempt? Tyes (If Y	es, provide the Tax Exemption	Certificate.) 🔲 No	
Federal Tax ID #:			
Where should the invoices be sent	?		
Legal Name of the Company:			
Attention:			
Address:			
City:	State:	Zip:	
Contact Name:	Title:		
Phone:	Fax:	-	
Federal Tax ID #:	Email:		
Who will be responsible for paying	the invoices?		
Legal Name of the Company:			
Attention:			
Address:			
City:	State:	Zip:	
Contact Name:	Title:		
Phone:	Fax:		
Federal Tax ID #:	Email:		

ACCEPTANCE

Service Agreement Effective Date: 3/2/2010

Service Agreement Number:

The parties to this service agreement agree to the conditions contained herein:

Signed for and as agent of City of Aurora					
(Signature)					
(Print Name)					
(Print Title)					
Date://					

Respectfully submitted/ KONE Inc.
(Submitted By) Seaby Bess
(Approved By) Authorized Representative
(Title)
Date: 7 /19/2010

Attachment A Additional Terms and Conditions

Due to your enrollment in US Communities you will receive the following discounted labor rate for any additional work not included in this contract

	BILLING RATES (50% Discount from Standard)				
Classification	Straight Time	Time and One Half	Time and Seven	Double Time	
Mechanic Rate	\$178.67	\$268.41	\$304.70	\$350.33	
Helper Rate	\$148.75	\$221.17	\$250.38	\$286.92	
Team Rate	\$327.42	\$489.58	\$555.08	\$637.24	
Foreman/ Adjuster Rate	\$196.48	\$296.94	\$337.64	\$388.92	

	OV	ERTIME PORT	TION
Billing Rates for Overtime Portion of Work Otherwise Covered Under Maintenance Agreement	Time and One-Half	Time and Seven	Double Time
Mechanic Rate for Each Whole Hour Actually Worked	\$89.38	\$125.55	\$175.17
Helper Rate for Each Whole Hour Actually Worked	\$73.66	\$103.17	\$143.46
Team Rate for Each Whole Hour Actually Worked	\$163.04	\$228.72	\$318.62
Foreman/ Adjuster Rate for Each Whole Hour Actually Worked	\$98.89	\$139.10	\$194.46

Time and One-Half:

Scheduled weekday and Saturday overtime maintenance

Time and Seven:

Weekday and Saturday overtime callbacks and

unscheduled

overtime maintenance

Double Time:

Overtime repairs and Sunday overtime callbacks

Note: QEI fee is not included

Start date for equipment #20272814 will be 3/3/2010 remaining units will be 10/14/2010

Aurora Police

Rev. 5 1/15/09

Page 8 of 8



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EQUIPMENT DESCRIPTION

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	Microprocessor		6	l		

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TESTS

KONE will perform the following tests on the equipment:

TRACTION ELEVATOR An annual no load test.

KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test.

EXCLUSIONS

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Page 2 of 8

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Aurora Police

Rev. 5 1/15/09

Page 3 of 8

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OBLIGATIONS OF THE PARTIES

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Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damago with the limits of liability Purchaser's customarily carry for the life of this contract (naming KONE as an additional insured) arising out of the services provided under the Agrooment and/or the ownership, maintenance, uso or operation of the equipment doscribed herein.

Neither KONE nor its affiliates shall be liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, material shortages or by any other cause which is boyond its reasonable control, or in any event, for incidental or consequential damages. KONE shall not be liable for any work, service or material other than that specifically mentioned horoin.

KONE will not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, tose of profits, goodwill, business or loss of use of equipment or property.

ADDITIONAL TERMS

This Agreement including changes in or additions to shall not be binding upon KONE until approved by authorized KONE management. Submission of this Agreement does not void or otherwise nullify any existing contract until this new Agreement is signed and approved by both parties. If the Purchaser does not sign this Agreement within ninety days after the submitted date, this Agreement is rull and void. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser.

THIS CONTRACT CONTAINS CERTAIN
EXPRESS WARRANTIES. EXCEPT FOR THESE

Aurora Police

Page 4 of 8

Rev. 5 1/15/09

EXPRESS WARRANTIES, KONE DISCLAIMS
ALL OTHER WARRANTIES OF ANY KIND,
WHETHER EXPRESS, IMPLIED, STATUTORY
OR OTHERWISE, INCLUDING WITHOUT
LIMITATION ANY WARRANTY OF NONINFRINGEMENT AND THE IMPLIED
WARRANTIES OF MERCHANTABILITY AND
FITNESS FOR A PARTICULAR PURPOSE,
CUSTOMER'S SOLE REMEDY AND KONE'S
SOLE LIABILITY FOR BREACH OF WARRANTY
IS RE-PERFORMANCE OF SERVICES OR
DELIVERING OF CONFORMING MATERIALS.

This Agreement is confidential between Purchaser and KONE and shall not be distributed to third parties. Additional Tema & Conditions Attachment A is considered an integral part of this agreement.

VENUE

The exclusive venue for any dispute hetween the parties shall be in the County of Rock Island, State of Illinois.

EXTENDED TERM SAVINGS OPTION

Upon selection of one of the extended terms below, KONE will apply the corresponding discount:

Term	Savings	Accepted
Ton (10) years	3%	
Fifteen (15) years	5%	
Twenty (20) years	7%	

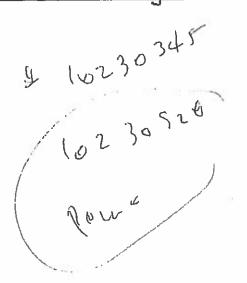
PREPAYMENT DISCOUNT

Upon selection of one of the prepayment discounts below, KONE will apply the corresponding discount:

Paymont Term	Discount	Accepted
Annual in advance	2%	
Semi-annual in advance	1%	

CUSTOMER INFORMATION

Who is the building and equipment Owner? &	m of Aupope	LILLINGS	
Legal Name of the Company: Com or Australia	M ILLIUOIS A	MUHICIPAL COPPOR	ELION?
Address: 44 EAST DOWNLED PLACE			
City: AUDOBA	State: LL	Zip: 60\$05	
Contact Name: MARK & ALLMERSON	Title: SUDERING	PEALLENT CONTRAL S	EBAICES
is the Owner tax exempt? Yes (If Yes, provide	the Tax Exemption Co	rtificate.) "No	
Federal Tax ID#:			
Where should the invoices be sent?			
Legal Name of the Company: Carr OF Aug	ropa, Illinous	•	
Attention: MARK R. AND ENGL			
Address: 44 East Doublet Di	ACE		
City: ALTERNA	State: \ \ L_	Zip: 60505	
Contact Name: MARKER ANDERSON	Title: Set DEELL	LITENMENT, CHENTHAL	SEPNICES
Phone: 630, 406 7407	lFax:		i
Federal Tax ID #:	Email: Wander	racon @ durour-il.	na
Who will be responsible for paying the invoice			
Legal Name of the Company: 🧺 🗘 😽	s. Alipopa, Ill	INGIZ	_
Attention: Estate SANDERS			
Address: 44 EAST DOWNER DLA	<u> </u>		
City: ALIBOUAL	State: L	Zip: 60.805	
Contact Name: Explain SALIBERS	Title: MANAGE	E. PUPCHASING	
Phone: 630, 644. 3618	Fax.		
Federal Tax ID #:	Email: esande	spanna -ilova	



Aurora Police

Rev. 5 1/15/09

Page 6 of 8

ACCEPTANCE

Service Agreement Effective Date: 3/29/2010

Service Agreement Number:

The parties to this service agreement agree to the conditions contained herein:

Signed for and as agent of City of Aurora
Signed for and as agent of City of Adiola
May 18 Ale Queen
(Signature)
_
MARK R. ALLBERSON
(Print Name)
SUPERINTENDENT AVISION OF CENTRAL SEPVICES
(Print Title)
Date 0-3 / 02/ 15
1

Respectfully submitted/ KONE inc.
(Submitted By) Seaby Beas
I late Thehos
(Approved By) Authorized Representative
SUC- Sales Harages
(Tille)
Date: 2 119 2010

Attachment A Additional Terms and Conditions

Due to your enrollment in US Communities you will receive the following discounted labor rate for any additional work not included in this contract

discontined tabol ters to	BILLING RATES (50% Discount from Standard)			
Classification	Straight Time	Time and One Half	Time and Seven	Double Time
Mechanic Rate	\$178.67	\$268.41	\$304.70	\$350.33
Helper Rate	\$148.75	\$221.17	\$250.38	\$286.92
Team Rate	\$327.42	\$489.58	\$555.08	\$637.24
Foreman/ Adjuster Rate	\$196.48	\$296.94	\$337.64	\$388.92

·	OVERTIME PORTION		
Billing Rates for Overtime Portion of Work Otherwise Covered Under Maintenance Agreement	Time and One-Half	Time and Seven	Double Time
Mechanic Rate for Each Whole Hour Actually Worked	\$89.38	\$125.55	\$175.17
Helper Rate for Each Whole Hour Actually Worked	\$73.66	\$103.17	\$143.46
Team Rate for Each Whole Hour Actually Worked	\$163.04	\$228.72	\$318.62
Foreman/ Adjuster Rate for Each Whole Hour Actually Worked	\$98.89	\$139.10	\$194.46

Time and One-Half:

Scheduled weekday and Saturday overtime maintenance

Time and Seven:

Weekday and Saturday overtime callbacks and

unscheduled

overtime maintenance

Double Time:

Overtime repairs and Sunday overtime callbacks

Note: QEI fee is not included

Start date for equipment #20272814 will be 3/3/2010 remaining units will be 10/14/2010

Aurora Police

Rev. 5 1/15/09

Page 8 of 8

pite a.

KONE No-Charge Maintenance Service Contract Rider Terms and Conditions

2/26/2010

fax: 630/892-8112 Attn: Barbara Kattermam

City of Aurora

44 East Downer Place

Chicago Branch Office 1080 Parkview Blvd

Aurora, Illinois 60506

Lombard, JL, 60148 Phone: 630/629-3100 Fax: 630/629-4330

Re: KONE No-Charge Maintenance Service Contract Rider to the Maintenance Agreement between City of Aurora and KONE Inc., dated 2/19/2010

Offer: KONE Inc. will provide services per the maintenance agreement at no charge as outlined below:

Building Name:

Aurora Police Parking Garage Contract Effective Date:

3/27/2010

Address:

1230 E. Indian Trail Road

No-Charge Maintenance

3/3/2010

Service Effective Date: No-Charge Maintenance

Service End Date:

10/14/2010

KONE Contract # Aurora, Illinois 60506

\$272.66

Monthly Billing Amount:

Number Of Months Of No-Charge Maintenance Service:

Customer Savings:

This no-charge period is to have original unit expiration coincide with last ones unit #20272814 only

Refund Provision:

If the contract is cancelled prematurely by customer following the No-Charge Maintenance Service Period for any reason, including, but not limited to, sale of building, financial reasons, change of ownership or management company, as well as the customer's own breach, the "Customer Savings" noted above will be refunded by customer in full to KONE within fourteen (14) days of the cancellation. If the cancellation occurs during the No-Charge Maintenance Service Period, the customer shall make its refund to KONE on a pro-rata basis within fourteen (14) days of the cancellation. This Refund Provision applies to all cancellations unless a mutually agreeable independent consultant finds that KONE failed to cure a material breach of the Complete Maintenance Agreement following forty-five (45) days' written notice of the breach to KONE.

Customer account must be current and no outstanding balance due for No-Charge Maintenance Service to commence.

KONE Inc.

Seaby Bess, Senior Business Developer

ACCEPTANCE

APPROVAL

City of Aurora

Name: MAPK B

Date: 03,02,14

Rev. 1 3/1/07

Attachment "C"

Page 1 of 2

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KONE First Service® Maintenance Information Guide



Welcome to KONE First Service®.

KONE First Service® maintenance will be provided for your equipment, beginning 3/27/2010.

The following information is provided to answer questions you may have about your vertical transportation maintenance, safety and operation. For the terms and conditions of KONE First Service® please consult your maintenance agreement.

As a first step in our new relationship, please review the names, phone numbers and addresses in the Your KONE First Service® Account Information section. If any changes are necessary to Your KONE First Service® Account Information, please notify your KONE Account Representative.

Your KONE Account Representative is available to assist you with any questions you may have about:

- KONE First Service® maintenance
- Information provided in this Maintenance Information Guide
- Equipment safety, use and operation
- Scheduling special First Service introduction meetings pertaining to your tenants' or vendors' use of your vertical transportation equipment
- KRMS elevator emergency phone monitoring service
- Ongoing communication and building needs



Contents:

Your KONE First Service® Account Information

KONE Contact Information

Before placing a service call

Placing a service call

Service Center call process

Tips for proper use

KONE First Service®

Maintenance Information Guide



Your KONE First Service® Account Information

First Service® Building Location: Primary Business Location:

Aurora Police Parking Garage
1230 E. Indian Trail Road
Aurora, Illinois 60506

City of Aurora
44 East Downer Place
Aurora, Illinois 60506

On-Site Contact Person: Primary Contact Person:

Barbara Kattermann

Phone: 630/966-7007 Fax: 630/892-8112 Phone: 630/966-7007 Fax: 630/892-8112

The following identification numbers are unique to your building and equipment.

Building Identification Number(s) and Names(s):

5180116 Aurora Police Garage 5183611 Aurora Police Hdgtrs

Equipment Identification Number(s) and Description(s):

Garage 20272814

Barbara Kattermann

PD 20274108,20274109,20274110,20274111,20274112

KONE First Service® Maintenance Information Guide



KONE Contact Information

KONE Service Center:

Call toll-free 24 hours/day, seven-days/week

Service requests, Phone: 877-276-8691

Other information, Phone: 800-956-KONE (5663)

KONE Website www.kone.com

Local KONE Branch Office

Chicago Branch Office 1080 Parkview Blvd Lombard, IL 60148

Phone Number: 630/629-3100

Fax Number: 630/629-4330

Your KONE Account Representative:

Bridget Schumann 630/330-0659 Email: bridget.schumann@kone.com

Your KONE Service Manager/Supervisor

Jack Connors

E-mail: jack.connors@kone.com

KONE First Service®

Maintenance Information Guide



Before placing a service call

In some cases, simple and fast checks are enough to put the elevator or escalator back in operation and save you from what could otherwise be an additional charge.

Before placing a call to the KONE Service Center, please check the following items:

Elevator

- Verify the power supply to the elevator and check for blown fuses or tripped circuit breakers to the power supply.
- Is the Stop button activated?
- Are all key switches in the normal "run" position?
- Is the Independent Service switch in the 'on' position?
- Is the elevator on Fireman Service?
- Is there an object (gum, paper, etc.) obstructing the infrared door detector or photo eye?
- Wipe down the infrared door detector or photo eye with a dry cloth.
- Is there an object (screw, coin, etc.) in the door sill or track, preventing the door from closing?
- Are the doors properly closed at all floors?
- Is the machine room dry and normal room temperature?
- For hydraulic elevators, run the car several times to heat up the oil in the power unit and ensure correct operation.

Escalator

- Verify the power supply to the escalator and check for blown fuses or tripped circuit breakers to the power supply.
- Is the Stop switch activated?
- Is there an object (gum, paper, etc.) obstructing the Handrail Inlet Switch Doors?
- Try resetting the escalator by using the key switch.

If your equipment is not operational after checking the above items, place a service call with the KONE Service Center.

Placing a service call

The KONE Service Center is your 24 hour/day, seven-day/week connection to the KONE First Service® network.

KONE First Service®

Maintenance Information Guide



In the event that you must request service, simply dial the KONE Service Center toll-free number (877-276-8691) to be connected with a Service Center agent. Please be prepared to:

- 1. Provide your building identification number.
- 2. Provide your name & phone number.
- 3. Identify the specific piece of equipment requiring service.
- 4. Describe the equipment problem and confirm whether it is operational.
- 5. Identify the urgency of your service request.
- 6. Confirm the agent has identified the correct location and phone number to reach you.
- 7. If work is required outside of regular time hours, be prepared to authorize overtime as needed.

The KONE Service Center agent will provide you with a confirmation number at the conclusion of your call.

Note: Your building and equipment identification number(s) are listed in the *Your KONE* First Service® Account Information section.

Service Center call process

Service Center Agent:

- Service request received by agent at the Service Center
- Agent identifies building location through unique building number or through building address.
- Agent identifies specific piece of equipment that requires service.
- Agent identifies caller information from a database of previous calls.
- Agent notates the nature and urgency of the problem.
- The collected information is delivered electronically to the appropriate field technician.
- If an estimated arrival time is required, the Service Center agent confirms an estimated arrival time and notifies the caller.

Field Technicians:

- Field technicians receive dispatch information via internet based messaging on a wireless device*
- Technicians confirm availability for call, provide estimated arrival time and log arrival at jobsite utilizing the same wireless technology.
- Upon arrival at the job site, technicians may meet with the on-site building representative to identify any information that may not have been communicated to the Service Center Agent.
- Technicians then address the service issue as efficiently as possible, and check equipment operation before returning it to service.
- Then technicians can explain repairs that were performed during the visit, and

KONE First Service® Maintenance Information Guide



confirm that the on-site building contact is satisfied with the service provided.

• Upon leaving the job site, technicians log completion of the service call using wireless technology.

Local KONE Office:

- Your local KONE office can continually monitor call out activity. The same information that is communicated to the KONE Service Center by callers and technicians is available in real-time, and your local KONE office can give special attention to particular calls.
- The same technology allows your local KONE office to generate an array of standard reports that can identify minor equipment malfunctions before they become a major problem.

Safety

Elevator and escalators are equipped with numerous safety circuits that are continually checked while the equipment is running or stopped at a floor. In the event of an entrapment, please:

- 1. Check if anyone is in need of medical assistance and contact emergency authorities if necessary.
- Contact the KONE Service Center and notify the Service Center agent that an entrapment has occurred. A highest priority response is given to an entrapment.
- 3. Advise the passenger(s) that your maintenance provider has been contacted and help is on the way. Remind passenger(s) that they are safest in the elevator and to remain calm.
- 4. Do not attempt to evacuate passengers yourself ... evacuations should only be performed by trained personnel.

Injuries or Accidents

In the event of an injury or accident in or about the equipment area, please:

- 1. Contact emergency authorities if necessary.
- 2. Contact the KONE Service Center to provide verbal notification immediately.
- 3. Provide written notification to KONE within seven (7) days of the incident, including any additional information.

KONE Remote Monitoring Service (KRMS) - Optional

^{*}Alternative means of communication are utilized in areas without appropriate wireless coverage.

KONE First Service®

Maintenance Information Guide



If KONE Remote Monitoring Service is provided, this service will be activated when a passenger activates the ADA phone in the elevator. When KRMS is activated:

- 1. The elevator phone will be programmed to automatically dial the KONE Service Center Entrapment Line, which always receives a first priority response over other incoming calls.
- 2. The pre-recorded message on the elevator phone will advise the Service Center agent of the building location and equipment designation.
- 3. Two-way communication will be available between the Service Center agent and passengers.
- 4. The Service Center agent will attempt to determine if there is an entrapment.
- 5. In the event of an entrapment, the Service Center agent will immediately dispatch a service call to a KONE technician and contact the point of contacts as provided by you on the KRMS Customer Information Sheet. In case of an emergency, the Service Center agent will immediately contact local fire, police or 911.
- 6. If the Service Center agent does not receive a response from the elevator and cannot determine if this is an actual entrapment or a false alarm, the Service Center agent will contact your points of contact to confirm if this is an actual entrapment.
- 7. If the Service Center agent cannot reach any of your point of contacts, the Service Center agent will contact local fire, police or 911.

Tips for proper use

Like all mechanical equipment, safety, performance and reliability of your vertical transportation equipment is dependent on proper use.

Elevators

- Enter and exit the elevator promptly.
- Watch your step when entering or exiting the elevator.
- Children should always be accompanied by an adult when using the elevator, escalator or autowalk.
- No unauthorized person should enter the elevator shaft.
- Do not transport any long objects by opening the car top emergency exit.
- Do not jump in the car while the elevator is running.
- Do not prevent the operation of the infrared door detection-cells with objects or keep doors open.
- Comply with the stated number of persons/weight for the elevator.
- When cleaning corridors or car interior, avoid sweeping water into the shaft.
- Use the 'stop' and 'alarm' buttons only when required.
- When calling the elevator, press only the button indicating the direction you wish to travel.

KONE First Service®

Maintenance Information Guide



Escalators

- Instruct passengers to ride safely.
- Hold the handrail.
- Ride the escalator facing the appropriate direction of travel.
- Do not lean over the handrail.
- Keep feet away from the escalator's sides.
- Step over the combplates at the top and bottom of the escalator.
- Do not take strollers on the escalator.
- Do not transport freight on the escalator.
- Attend and hold children's hands when riding escalator.
- Do not jump on escalator.
- Keep hands away from handrail inlets and steps.

Special Features

To ensure safety and proper operation, maintenance or security personnel should be instructed on the correct use of any special features that my be installed on your elevator. Keys should be kept in a central location and only available to authorized, trained personnel. Some special features on your elevator may include:

<u>Infrared Door Edge:</u> A series of infrared beams that cover the door opening. If a beam is interrupted, the doors will automatically re-open. The Infrared Door Edge replaces the mechanical safety edge and photo eyes.

<u>Door Open Button:</u> Re-opens the doors when pressed. Also used to control doors when Fire Service is activated.

<u>Door Close Button:</u> Begins closing the doors when pressed. Also used to control doors when Fire Service is activated.

<u>Alarm Bell Button:</u> Sounds an alarm when pressed to alert others that assistance is necessary.

Emergency Light: Automatically illuminates when power fails.

<u>Emergency Telephone:</u> Provides two-way communication from the elevator to a point outside the hoistway. Must automatically dial and be monitored 24/7 (see KRMS section).

<u>Light/Fan Keyswitch:</u> Controls operation of lights and fan in elevator.

Inspection Keyswitch: Activates inspection mode. Normally in "Off" position.

KONE First Service® Maintenance Information Guide



Fire Service Keyswitches: Fire service is initiated automatically by the building's smoke detectors or by activating the fire service keyswitch located by the hall pushbutton stations on the main floor. When initiated, all hall and car calls are cancelled, the elevators return to the designated floor and doors open and remain as such for use by trained fire fighters. If not initiated automatically, may be manually initiated by turning the Hall (Phase I) Fire Service Keyswitch to the "On" position. Trained fire fighters may activate the fire service keyswitch in the elevator (Phase II) and control the elevator by turning the keyswitch to the "On" or "Hold" positions. To return the elevator to normal operation, return the elevator to the designated fire service floor, hold constant pressure on the door open button and turn the fire service keyswitch in the "Bypass" position, and then turn the keyswitch to the "Off" position. If this has been activated by smoke detectors, only authorized personnel should re-set the fire service.

<u>Emergency Stop Keyswitch:</u> Stops elevator in hoistway and alarm bell is not activated. Should normally be in "Run" position.

<u>Photo Eye Keyswitch:</u> Activates and deactivates photo eye beams.

<u>Independent Service Keyswitch:</u> Allows authorized personnel to commandeer the elevator.

Floor On/Off Keyswitch: Enables authorized personnel to lockout access to specific floors.

<u>Card Reader Keyswitch:</u> Activates and deactivates card reader.

<u>Door Hold Keyswitch:</u> Holds door in fully open position.

<u>Down/Up/Off Keyswitch:</u> Allows authorized personnel to register an up or down hall call.

<u>Emergency Service Keyswitch:</u> Allows elevator to be commandeered for medical emergency service.

<u>Code Blue Keyswitch:</u> Spring return medical emergency keyswitch mounted in the hall station, which calls the car to that floor.

Emergency Light Test Keyswitch: Allows testing of emergency light.

Emergency Power Keyswitch: Activates emergency power.

<u>Attendant On Service Keyswitch:</u> Activates and deactivates in-car attendant service.

Lobby Park Keyswitch: Brings car to designated floor and shuts down car.