NOTICE OF AWARD OF CONTRACT

TO: KONE, INC.
ONE KONE COURT
MOLINE, IL 61265

DATE ISSUED: MARCH 24, 2010
CURRENT REFERENCE NO: 62-11
CONTRACT TITLE: DES - ELEVATOR MAINTENANCE - SHIRLINGTON
PRIOR REFERENCE NO: 157-10

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective APRIL 1, 2011 and expires on MARCH 31, 2012.

This is the FOURTH year award notice of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 56-08, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) PRICING FOR THIS RENEWAL TERM REMAINS THE SAME AS THE PREVIOUS TERM

2) REFER TO AMENDMENT NO. 1

ATTACHMENTS:

1) AMENDMENT NOS. 1 & 2
2) AGREEMENT NO. 56-08

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: JARED BROACH
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 36-2357423
VENDOR EMAIL: jared.broach@kone.com

COUNTY CONTACT: RICH KRUNENACKER
COUNTY TEL. NO.: 703-228-4395

VENDOR TEL. NO.: 240-299-0217

_________________________  ____________________________
DATE                    VENDOR: 1
CONTRACT AUTHORIZATION  BID FOLDER: 2

Delma Haynes  3/24/10
Assistant Purchasing Agent
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 56-08

AMENDMENT NUMBER 2

REFERENCE NUMBER 157-10

This Amendment Number 2 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 56-08 as amended by Amendment No. 1 ("Main Agreement") and made between KONE, Inc., One Kone Court, Moline, Illinois 61265 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Contract Term and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

ADD TO EXHIBIT A SCOPE OF WORK EMERGENCY ELEVATOR COMMUNICATION 24/7/365 VOICE LINK MONITORING SERVICE PER THE ATTACHED AT NO ADDITIONAL COST TO THE COUNTY.

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

KONE, INC.

TAXPAYER ID (SSN/BIN) 36-2357423

SIGNED BY: [Signature]

SIGNED BY: [Signature]

PRINT NAME RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 3/24/11

PRINT NAME Prasad Agnihotri
AND TITLE: Service Manager
DATE: 3/21/11

157-10 Amendment No. 2
AGREEMENT NO. 56-08
REFERENCE NO. 157-10
KONE Emergency Elevator Communication
24/7/365 Voice Link Monitoring Service

1/24/11
Shirlington Library Signature Theater
4200 Campbell Ave
Arlington, VA 22201

KONE Inc.
4420 Lottsford Vista Rd
Lanham, MD 20706
Phone: 240-299-0217
Fax: 301-459-8666
www.kone.com
jared.broach@kone.com

This contract attachment adds Emergency Elevator Communication 24/7/365 Voice Link Monitoring Service to the above referenced Maintenance Agreement.

The County will: 1.) Provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. 2.) Provide elevator phone number(s) and/or extension(s) for the phone(s) being programmed. 3.) Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number. 4.) Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Service Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.

<table>
<thead>
<tr>
<th>Elevator Description</th>
<th>Equipment</th>
<th>Elevator Phone # &amp; Extension for Caller ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Theater Elevator</td>
<td>20231948</td>
<td>703.671.1720</td>
</tr>
<tr>
<td>2. Freight Elevator</td>
<td>20231949</td>
<td>703.820.0208</td>
</tr>
</tbody>
</table>

First Point of Contact (Required)

Name: Emergency Call Center
Phone #: 703.741.3005

Second Point of Contact (Required)

Name: Watch Engineer
Phone #: Cell Phone #: 703.887.9207

Third Point of Contact (Optional)

157-10 Amendment No. 2
Name: Tim O'Connell  
Title: Production Manager

<table>
<thead>
<tr>
<th>Phone #:</th>
<th>Cell Phone #: 917.226.3881</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Department Phone #: 911</td>
<td>Police Department Phone #: 911</td>
</tr>
</tbody>
</table>

**Fees**
- Activation/Programming Fee: $0.00
- Emergency Communications Monitoring Fee: $0.00 quarterly in advance

**Termination**
Per Agreement No. 56-08

**Limitation of Liability**
Per Agreement No. 56-08

**Warranty**
Per Agreement No. 56-08
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 56-08

AMENDMENT NUMBER 1

REFERENCE NUMBER 179-09

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 56-08 ("Main Agreement") and made between KONE, Inc. One Kone Court, Moline, Illinois 61265 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Contract Term and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

CHANGE THE CONTRACT PRICE PARAGRAPH IN EXHIBIT A TO READ:

Contractor shall perform the work covered by this Agreement in consideration of $1,975.98 payable by the County quarterly in advance. This price is based on Contractor's current quarterly maintenance modules. Should the County require monthly service visitation the contract price shall be $2,074.91 per quarter.

REPLACE EXHIBIT B (LABOR RATE SCHEDULE) WITH ATTACHED AMENDED EXHIBIT B

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

KONE, INC.

TAXPAYER ID (SSN/GIN) 36-2357423

SIGNED BY: [Signature]

PRINT NAME RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 3/31/09

SIGNED BY: [Signature]

PRINT NAME [Signature]
AND TITLE: District Search Manager
DATE: 3/30/09
THIS AGREEMENT is made, on the date of execution by the County, between Kone, Inc., One Kone Court, Moline, IL 61265 (Contractor), a Delaware corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (County). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Work), and Exhibit B (Labor Rates Schedule). Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work"). The primary purpose of the Work is to create and provide to the County complete maintenance of two (2) elevators located at Shirlington Library and Shirlington Theatre, 2800 S. Stafford Street, Arlington, Virginia. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Environmental Services, or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

CONTRACT TERM
Work under this Agreement will commence upon the execution of the Agreement by the County and shall continue for a five (5) year period ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the
The concurrence of the Contractor, the County may, through issuance of a Notice of Award authorize continued operations of the Contractor under the same contract unit prices for two (2) additional twelve (12) month periods (referred to as "Subsequent Contract Term").

**CONTRACT AMOUNT**
The County will pay the Contractor in accordance with the terms of the Payment paragraph, "Contract Price" paragraph of Exhibit A and, if applicable, Labor Rates identified in Exhibit B, for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Price and Labor Rates include all of Contractor's costs and fees (profit).

**ADDITIONAL SERVICES**
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and paid for by the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B unless otherwise agreed.

**REIMBURSABLE EXPENSES**
No reimbursable expenses are allowed under this Agreement. The Contract Rates include all costs of providing the services described in this Agreement to the County.

**ARLINGTON COUNTY BUSINESS LICENSES**
The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

**NON-DISCRIMINATION NOTICE**
Arlington County does not discriminate against faith-based organizations.

**COUNTY EMPLOYEES**
No employee of Arlington County, Virginia shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

**EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**
During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and
applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Arlington County Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.
The above paragraph applies only to the extent that such bodily injury or property damage was caused by the negligence of this Contractor (or its subordinates), and not to the extent caused by others.

COUNTY PURCHASE ORDER REQUIREMENT
County purchases of goods over $2,000.00 per transaction and purchases of services over $500 per transaction are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over $2,000 per transaction or purchases of services over $500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

FAILURE TO DELIVER
In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

LIABILITY
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.
The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

APPLICABLE LAW

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

AUTHORITY TO TRANSACT BUSINESS

In accordance with §13.1-613 of the Code of Virginia, any firm submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor certifies that it does not, and will not during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under said Contract.

RELATION TO COUNTY

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.
DELIVERY
All goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for contractual disputes, administrative appeals, and protests are available upon request from the Office of the Purchasing Agent.

ARBITRATION
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Agreement.
No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

PROJECT STAFF
The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor.
PAYMENT TERMS
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

NONAPPROPRIATION
All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

56-08
TERMINATION FOR DEFAULT

The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the County), the Contractor shall stop Work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.
After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

- **Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.**

- **Commercial General Liability - $1,000,000 combined single limit coverage with $1,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.**

- **Owner's and Contractor's Protective Liability Policy in the amount of $1,000,000, which lists Arlington County as Named Insured.**

- **Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.**

- **Contract Identification - The insurance certificate shall state this Contract's number and title.**

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.
No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County.

NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this contract are cumulative and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: RICHARD D. WARREN, JR.

DATE: 3/10/08

KONE, INC.

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: THOMAS BULAT

DATE: 2/19/2008

Kone Inc Contract No. 40077473
EXHIBIT A
SCOPE OF WORK

PERFORMANCE
Contractor shall service and maintain the two (2) elevator units located at Shirlington Library and Theatre no less than once per quarter per the standard calendar year. Should these units need service more than once per quarter due to inefficient operation and performance within Contractor's control, Contractor shall provide the necessary manpower to service these units more than once per quarter at no additional cost to the County.

HYDRAULIC ELEVATORS
Contractor shall systematically examine, maintain, adjust and lubricate the MX® Hydraulic Elevator System components. In addition, unless specifically excluded elsewhere, Contractor shall maintain, repair or replace the following components if the repair or replacement is, in Contractor's judgment, necessitated by normal wear and tear:

CONTROL SYSTEM
Controller cabinet, machine room connection board, LCE CPU board, safety relay assembly, hydraulic level shifter board, power supply, transformers, contactor panels, bypass switches, relays, fuses, motor starters and accessories.

Contractor First Service technicians shall be equipped with necessary field diagnostic and service tools. Microprocessor software examinations shall be conducted to ensure dispatching and motion control systems are operating at proper levels.

POWER UNIT
Enclosure, pump, motor, power transmission elements between the pump and motor, valves, strainers, mufflers, gaskets and all other accessories.

HYDRAULIC SYSTEM ACCESSORIES
Exposed piping, fittings, jack packing and accessories, such as vibration dampeners and silencers between the pumping unit and the jack unit. Hydraulic fluid, heating or cooling elements, insulation and accessories installed by the elevator equipment manufacturer for controlling oil temperature.

CAR EQUIPMENT
Car panel connect board, car operating board, car top inspection station, floor leveling unit assembly, switch tree assembly and floor controllers.

ELECTRICAL
Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.

HOISTWAY AND PIT EQUIPMENT
Landing and slowdown switches, limits and car buffers.

RAILS AND GUIDES
Guide rails, guide shoe gibbs and rollers. Guide rails shall be properly lubricated, except where roller guides are used.

DOOR EQUIPMENT
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibbs 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 Contractor’s systematic examinations. Service requests related to re-lamping of signal fixtures shall be considered billable.

HOUSEKEEPING
County and Contractor have a shared responsibility to clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.

LUBRICANTS
Contractor shall use lubricants compounded under OEM’s specifications or equal.

TRACTION ELEVATORS
Contractor shall systematically examine, maintain, adjust and lubricate the EcoSystem® Traction Elevator System components. In addition, unless specifically excluded elsewhere, Contractor shall maintain, repair or replace the following components if the repair or replacement is, in Contractor’s judgment, necessitated by normal wear and tear:

CONTROL SYSTEM
Control, isolation transformer, motion control PC board, load weigh adapter PC board, motherboard PC board, relay interface PC board, binary decoder PC board, user interface PC board, brake snubber PC board, control/expansion modules, relays, transformers, batteries, LED display modules, parallel input/output terminal blocks, specific microprocessor card racks for calls and common control interfaces.

CONTROL SYSTEM
Power supply, digital drive, armature filters, dynamic braking resistors, brake panel, card rack and microprocessor boards. The specific components include relay interface board, relay pilot board, power supply board, digital drive unit, motion adapter boards, main control board, brake control panel, normal/emergency terminal speed limit control, control power transformer, brake resistors, brake transformers, overload relay control, MSU board, parallel input/output board, serial input/output board, CPU board, specific microprocessor card racks for calls and common control interfaces.

Contractor First Service technicians shall be equipped with necessary field diagnostic and service tools. Microprocessor software examinations shall be conducted to ensure dispatching and motion control systems are operating at proper levels.

GEARED/GEARLESS MACHINES
Worms, gears, thrusts, bearings, rotating elements, brake magnet coils, brushes, brake shoes, linings, pins, deflector, secondary and other sheaves, bearings and assemblies.

ELECTRICAL
Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.

HOISTWAY AND PIT EQUIPMENT
Landing and slowdown switches, limits, car and counterweight buffers, overspeed governors, governor tension sheave assemblies and car counterweight safeties.
RAILS AND GUIDES
Guide rails, guide shoe gibbs and rollers. Guide rails shall be properly lubricated, except where roller guides are used.

HOIST ROPEs
Hoist ropes shall be properly lubricated and adjusted for equalized tension.

DOOR EQUIPMENT
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibbs 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.

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HOUSEKEEPING
County and Contractor have a shared responsibility to clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.

LUBRICANTS
Contractor shall use lubricants compounded under OEM's specifications or equal.

HOURS OF SERVICE
With the exception of emergency calls and callbacks (see below), the work covered under this Agreement shall be performed during the regular working hours 7:30 a.m. - 4:00 p.m. Monday through Friday, not including weekends or Holidays.

CONTRACTOR SERVICE CENTER
The Contractor Service Center shall be available 24-hours a day, seven days a week to respond to all calls and dispatch a service technician if necessary. In the event of an entrapment, a highest priority response shall be given.

SERVICE REQUESTS (CALLBACKS)
This Agreement covers minor adjustment service requests during the regular and overtime working hours specified above, unless otherwise indicated herein.

County shall not be charged for travel time to and from project location.

Service requests are defined as minor adjustments, corrections or emergency entrapments that require immediate attention and are not caused by reasons beyond Contractor's control. Service requests do not include work that requires more than one technician or more than two hours to complete.

If a service request is placed and is found to be caused by Contractor's negligence, the Contractor will allocate a team of technicians and overtime, if applicable, to make any necessary repairs at no cost to the County.
TESTS

Contractor shall perform the following tests on the equipment:

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test as required by the A.S.M.E. A-17.1 code.

TRACTION ELEVATOR

An annual no load test as required by the A.S.M.E. A-17.1 code.

A five (5) year full load test as required by the A.S.M.E. A-17.1 code. Contractor is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, arising from or resulting from this test.

EXCLUSIONS

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

HYDRAULIC ELEVATOR

Refinishing, repairing, replacement 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, hydraulic cylinder, unexposed piping, pit pumps, emergency power generators, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping, including any consequential damages.

TRACTION ELEVATOR

Refinishing, repairing, replacement 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, pit pumps, emergency power generators, light tubes and bulbs.

GENERAL

Contractor shall not be obligated to make other safety tests other than those specified herein, equipment adjustments, or to install new attachments whether or not recommended or directed by insurance companies, or by federal, state, municipal, A.S.M.E. codes, or other governmental or non-governmental authorities. Contractor shall maintain the equipment performance and its components to the operating condition at the effective date of this agreement. Contractor shall not be required to perform and keep records of firefighter's service testing, unless specifically included elsewhere in this agreement. Contractor shall not be obligated to make equipment adjustments to achieve Code required Escalator Step/Skirt Performance Index or loaded gap values. Contractor shall not be obligated to make changes or adjustments required by new or retroactive code changes. Contractor shall not be responsible to perform tests or correct outstanding violations or deficiency lists cited by code authorities or any third party agency prior to the effective date of this agreement. Contractor shall not be required to make renewals or repairs necessitated by excessive fluctuations in the building AC power systems, adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, 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 elevator equipment by unauthorized personnel. Contractor shall not be obligated to make repairs or renewals for damage or deterioration caused by UV rays.

Contractor shall not be required to make renewals or repairs necessitated by negligence or misuse of the equipment or any other cause beyond its control except ordinary wear and tear. In the event that any part of the equipment becomes obsolete or is no longer manufactured by the manufacturer, the cost to replace the obsolete part shall be at the Owner’s expense.

Neither party shall be liable to the other for incidental or consequential damages.

COUNTY ASSURANCES

AUTHORIZED PERSONNEL
County will furnish Contractor with a list of authorized personnel responsible for building operations.

WIRING DIAGRAMS
County will provide Contractor with a complete set of as built wiring diagrams.

NOTIFICATION
In the event that the equipment is not functioning properly, County agrees to shut down equipment and notify Contractor for repair as soon as practicable.

County agrees to notify Contractor in the event of any injury or accident in or about the equipment included in this agreement. Verbal notification must be provided as soon as practicable and written notification must be provided within seven (7) business days.

OPERATION
County will at all times be solely liable for the proper use of the equipment. County agrees to post any and all instructions and warnings to passengers related to the use of the equipment as required by applicable regulations. Unless the Contractor fails to respond to County requests for service in accordance with the time limits set forth in this Agreement, the County will not permit anyone other than Contractor to make repairs, additions, modifications, upgrades or adjustments to the equipment covered herein during the term of this Agreement.

TESTING AND SERVICING
County agrees to perform the monthly firefighter’s service testing and keep record of such tests, if required and not specifically included elsewhere herein. County agrees to annually maintain the mainline disconnect switch by a certified electrician and repair as necessary.

EQUIPMENT ACCESS
County agrees to provide safe access to the equipment and machine room areas for service and keep all machine rooms and pit areas free from water, stored materials and debris. County agrees to remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations. County agrees to provide a safe workplace for our personnel.

SATISFACTION
If the County is not satisfied with Contractor’s performance, County will contact Contractor immediately and the Contractor shall address the County’s concerns and amend it’s performance.

CONTRACT PRICE

Contractor shall perform the work covered by this Agreement in consideration of $1,900.01 (ONE THOUSAND NINE HUNDRED AND 01/100 DOLLARS) payable by the County quarterly in advance. This price is based on Contractor’s current quarterly maintenance modules.
Should the County require monthly service visitation the contract price shall be $1,995.01 per quarter.
PRICE ADJUSTMENTS

Contract Price
The Contract Price may be adjusted annually on March 1 of each year of the Contract. The price adjustment may reflect the increase or decrease in labor costs based on the International Union of Elevator Contractor’s (IUEC) national agreement, but it shall not exceed 5% of the then current price.

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

Outside of the above annual contract price escalation Contractor may only adjust the Contract Price for fuel alone at a negotiated rate agreed upon by the County of Arlington and the Contractor.

OBLIGATIONS OF THE PARTIES

Nothing in this Agreement shall be construed to mean that, with the exception of Contractor’s failure to perform its obligations under this Agreement, Contractor 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. County will at all times be solely liable for the proper use of the equipment.

CONTRACTOR PERFORMANCE ASSURANCES

<table>
<thead>
<tr>
<th>Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor assures the availability of each piece of vertical transportation equipment to a minimum of 98.5% annually for elevators.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Call-Out Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service calls received through the Contractor Service Center shall be responded to in less than 3 hour(s).</td>
</tr>
</tbody>
</table>

| Response time = Time between call-out registration to the Service Center and the arrival of technician to the job site. |

<table>
<thead>
<tr>
<th>Entrapment Call-Out Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor shall respond to service calls received through the Contractor Service Center within one (1) hour.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Annual Audit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon a written request of the County, an audit shall be performed to determine if the Performance Assurances have been fulfilled.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Assurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>If at any time the Performance Assurances fall below the minimum standards as stated within the Agreement, a $25 credit per incident shall be given to the County. The total annual Service Assurance credit shall not exceed 5% of the individual equipment's annual revenue value.</td>
</tr>
</tbody>
</table>

To receive Service Assurance credits, the County shall make a written request for the Annual Audit. This request must be made to Contractor no later than December 1st of the year in which the Performance Assurances are claimed to have fallen below the minimum standards. Appropriate Service Assurance credits shall be made on the County’s next invoice following the Annual Audit.
Exclusions for Performance Assurances
The following occurrences are excluded for all of the Contractor Performance Assurances: misuse, vandalism, scheduled repairs and modernization, equipment decommissioned due to safety or inspection report, code required tests, customer's election to delay service, force majeure, and service calls resulting from the need of equipment components to be upgraded/modified.

Service Site Contact

Service Location
Shirlington Library and Signature Theatre

Service Agreement Number
6009259

Agreement Effective Date
12/12/07

Contact Person
Richard Krumenacker

Telephone Number
703.228.4395

Fax Number
703.228.4397

Email Address
Rkrumenacker@arlingtonva.us

Equipment Owner

Address
County Board of Arlington County, Virginia
Facilities Management Bureau
1400 N. Uhle Street, Suite 602
Arlington, VA 22201

Contact Person
Richard Krumenacker

Telephone Number
703.228.4422

Fax Number
703.228.4397

Email Address
rkrumenacker@arlingtonva.us

Contractor Contact

Contractor Account Representative
Daniel Powell

Telephone Number
301-459-8660

Fax Number
301-459-8666

E-Mail Address
daniel.powell@kone.com
Contractor Service Manager
Joe Block
24 Hour Call Center
877-276-8691
Website Address
www.kone.com
AGREEMENT NO. 56-08
AMENDED EXHIBIT B

Labor Rate Schedule

Billing rates as of 4-1-09

<table>
<thead>
<tr>
<th></th>
<th>STRAIGHT TIME</th>
<th>TIME &amp; HALF</th>
<th>TIME &amp; SEVEN</th>
<th>1.7 OT PORTION</th>
<th>DOUBLE TIME</th>
<th>DOUBLE TIME OT PORTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic</td>
<td>187.78</td>
<td>287.53</td>
<td>326.78</td>
<td>139.00</td>
<td>376.66</td>
<td>188.88</td>
</tr>
<tr>
<td>Helper</td>
<td>157.18</td>
<td>237.92</td>
<td>270.00</td>
<td>112.83</td>
<td>308.87</td>
<td>151.69</td>
</tr>
<tr>
<td>Team</td>
<td>344.96</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>685.53</td>
<td>340.57</td>
</tr>
</tbody>
</table>

Applicability of the rates

**Straight time**  non-maintenance work Monday – Friday, 7:30am - 4:00 pm

**Time & Half** Scheduled Service ONLY (one mechanic) - NOT REPAIRS, Monday - Friday (3:59 pm - 7:29 am), Saturday (all day)

**Time & Seven** All overtime non-scheduled service calls (except Sunday)

**Double Time** All non-straight time repairs; any type of service on Sunday