



**SUBURBANELEVATOR**  
PREMIUM TRANSPORTATION SOLUTION

**PURCHASER:**

POPLAR CREEK OFFICE PLAZA

**SERVICE LOCATION:**

1721 Moon Lake Blvd  
Hoffman Estates, IL ~~60194~~ 60169

**EQUIPMENT DESCRIPTION:**

Three (3) Traction geared passenger elevators.

**AGREEMENT PURPOSE**

1. To perform routine and systematic preventative maintenance checks and services on your vertical transportation system.
2. To provide purchaser an affordable agreement that is specifically tailored to meet the needs of tenants through price and performance.
3. To insure your vertical transportation system reaches the full extent of its design life by maintaining the operational performance standards of the OEM.
4. To maintain operational performance of equipment.

**SUBURBAN ELEVATOR COMPANY RESPONSIBILITIES**

1. At a minimum of once per month, perform items listed on the preventative maintenance schedule for each vertical transportation unit covered under this agreement.
2. Proactively maintain your vertical transportation units covered under this agreement.
3. Provide unlimited regular time call back service for covered repairs for vertical transportation units covered under this agreement.
4. Respond to your vertical transportation breakdowns in a timely manner, 90% of the time SECO will arrive within two hours. If for some reason we are delayed we will notify you by telephone with an estimated time of arrival.
5. In the event of entrapment, response time is less than one hour. If for some reason we are delayed we will notify you by telephone with an estimated time of arrival.
6. SECO supervisor will visit the property a minimum of once every twelve months to check each and every vertical transportation unit covered under this agreement.
7. Perform code required annual testing. A fee for this work will be charged if the test must be witnessed.
8. SECO will keep a large inventory of parts. Covered parts not in our inventory that can be over-nighted will be over-nighted, with your verbal approval that you will cover the cost of the shipping fees.
9. Repeat Service Calls. With the complex elevator systems of various manufacturers and applications that SECO maintains, there will on occasion be repeated service calls for intermittent problems. When a repetitive call occurs, the mechanic will notify a SECO supervisor. Based upon that exchange of information with the mechanic, the supervisor will then visit the site and/or provide technical support via telephone to remedy the problem.
10. Schedule any foreseeable repairs (i.e. cable shortening, packing change, motor repair, cable replacement, etc.) with you so that you can make necessary arrangements for the shutting down of your vertical transportation.
11. Notify purchasers of unforeseen major repairs via telephone immediately. SECO will have a service team on site within 24 regular working hours of the trade. Sooner with your approval of additional cost.
12. SECO will notify Purchaser of possible billable non covered repairs in a timely manner, usually upon finding of the non covered item.
13. Answer your calls with live operators, using our trained staff to expedite your requests, from 7a.m. to 6 p.m. central standard time.
14. After hour calls will be answered by trained live answering service staff and then dispatched to a SECO supervisor. If next regular time morning service is requested, we will schedule with technician for morning service on the next regular working day of our trade.
15. SECO will make every attempt to provide invoicing for non-covered items (billable, extras) within thirty days of the repair.
16. Perform code required monthly fire service testing for each and every vertical transportation unit requiring such testing. Record result on fire test log supplied by SECO, stored in your machine room.
17. Post code required monthly oil usage logs for each hydraulic unit serviced under this agreement.
18. Post code required preventative maintenance schedule for each vertical transportation unit covered under this agreement.
19. Post code required repair log for each vertical transportation unit covered under this agreement.
20. Maintain the performance requirement, per industry standards, as long as the age of the equipment and/or its original design does not allow for that performance standard to be met.
21. Perform re-lamping of signals (car buttons, hall buttons, car lanterns, hall lanterns, car position indicators and/or hall position indicators) during our scheduled maintenance visits.
22. Provide training to our technicians to ensure their knowledge of your vertical transportation equipment will allow for efficient maintenance and troubleshooting.
23. Inspection reports. Make all covered repairs in a timely manner. Notify you of cost of non-covered items. If an inspection report is given to SECO in a timely manner and we fail to make covered repairs by re-inspection, we will cover that one re-inspection fee.

24. Maintain the following insurance *minimums*; workers compensation \$1,000,000.00, general liability \$1,000,000.00 and automobile \$1,000,000.00 for the entire term of this agreement.
25. Provide a sufficient number of trained and capable employees to properly and promptly provide services.
26. Provide lubricant and lubricate all vertical transportation units covered under this agreement. Lubricate equipment per original manufacturer's recommendation.
27. Clean and paint your machine room floors as needed to maintain a professional appearance.
28. Clean elevator machine room pits and car tops of normal dust and debris. Excessive debris and liquids will not be covered.
29. SECO reserves the right to stop performing any or all of the above services in the event of unsafe conditions and/or lack of prompt payment.
30. **SECO maintenance will include systematic examination, cleaning, adjustment and lubrication of the equipment. SECO will also repair or replace the following equipment when SECO deems necessitated due to normal wear and tear:**

#### **Machine Room Equipment**

Solid state circuitry, resistors, controller cooling fans, drive cooling fans, power supplies, transformers, relays, fuses, motor starters, bypass switches, pump, pump motor, valves, solenoids, strainers, mufflers, gaskets, power unit belts, heating or cooling elements for controlling oil temperature, digital drives, motor generator drives, tachometers, encoders, CRT/monitors, AC motor, DC motors, governor, governor cables, hoist cables, worm gears, gears, thrust, bearings, rotating elements, brushes, brake colls, brake shoes, brake pins, brake linings, deflector sheaves, secondary sheaves.

#### **Car Equipment**

Car mounted circuit boards, selectors, leveling devices, car top inspection stations, car top mounted slow down switches, car door contact, car door operator, car door motor, car door operator chain, door operator linkage, car door rollers, car door gibs, car door restrictors, car door belts, car buttons, car position indicators, car lanterns, door detectors, door safety edges, emergency lighting, alarm bells, safety operated switches, car top exit switches, car lantern chimes, car passing chimes, car nudging buzzer, and car fire service buzzer.

#### **Electrical**

Ducts, conduit, traveling cables, electrical wiring from terminals on the elevator controller to hoistway switches, to motors, to generators and/or elevators.

#### **Hoistway Equipment**

Pit switches, limits, car and counter weight buffers, governor tension sheave, compensation cables, safeties, landing switches, slow down switches, guide shoes, roller guides, hoistway door hangers, hoistway door contacts, hoistway door interlocks, hoistway door gibs, auxiliary closing devices (spirators and/or closers).

#### **External Signals**

Hall push button, hall lanterns, hall lantern chimes, hall position indicator, lobby control panels, firemen's control panel.

#### **Escalators**

Control panels, solid state circuitry, starter panel, transformers, power supplies, brake controls, AC motor, encoder, brake, gear box, hand rails, hand rail drive wheel, hand rail drive chain, hand rail roller cluster, hand rail guide assemblies, hand rail sprockets, missing step switch, hand rail inlets switch, skirt switch, pit stop switch, step inlet switch, access cover plate switch, out of level switch, exposed emergency stop switches, alarm on exposed emergency stop switch cover, key start switch, motor pit stop switch, brake and motor temperature switch, broken step chain switch.

#### **PURCHASER RESPONSIBILITIES**

1. To discontinue use of any and all vertical transportation units immediately when such unit becomes unsafe or operates in a manner which might cause injury to a user.
2. Provide SECO with free and full access to equipment.
3. Provide safe working conditions for SECO personnel.
4. Provide a complete set of wiring diagrams.
5. Notify SECO in the event of any injury or accident within 24 hours.

6. Not allow anyone other than SECO to make repairs, additions, modifications, upgrades or adjustments to the vertical transportation equipment covered under this agreement.
7. Pay all local state and inspection fees required to obtain your state and/or local operating permits.
8. Safely maintain fire sensing devices located in hoistway, machine room, pits and lobbies. Provide this maintenance in a safe manner and request our services, for an additional fee, if this maintenance is deemed unsafe.
9. Forward inspection reports to SECO in a timely manner.
10. Purchaser is responsible to prevent other items from being transported on escalators other than passengers.
11. To expedite our service, please make us aware of any or all signals (Indicators) that may be out.
12. It is the purchaser's responsibility to pay any and all taxes imposed upon SECO for this monthly service.
13. Maintain a 24 hour answering service for elevator emergency phones.
14. Test emergency phones on a routine basis.

#### **EXCLUSIONS**

1. Newly mandated test recommended or required by local inspections entities, insurance companies, federal, state or municipal governmental authorities subsequent to the date of this agreement.
2. Damage caused by purchasers' loading of vertical transportation unit in excess of its rated capacity or load classification.
3. Damage caused by purchasers' loading of vertical transportation unit in excess of its rated capacity or load classification.
4. Software or programs that are copyrighted by original equipment manufacturer.
5. SECO is not obligated to make repairs by new or retroactive code changes.
6. SECO is not obligated to perform tests or correct outstanding violations or deficiency list cited by code authorities or any third party agency prior to the effective date of this agreement.
7. Repairs caused by, but not limited to: building power fluctuation, adverse machine room temperature conditions, water damage, prior water damage, rust, fire, explosion, acts of God, misuse, vandalism, war, theft and/or by any cause beyond SECO's control.
8. Obsolete equipment and the labor to replace them.
9. Any finishing, repairing, replacement or cleaning brushes, guards, step chains, decks, skirt panels, steps, step treads, side plate devices, balustrades.
10. Cost of parts and labor not included in this agreement and not limited to hoistway entrances (including doors, frames, and sills), car enclosures (including panels, doors, sills, ceilings, diffusers, car ventilation systems, hand rails and flooring), smoke or heat sensors, main line power switches (power feeders, wiring, and fuses), rails, rail brackets, rail alignment, car lighting, video equipment, communication systems (phones, intercoms, music media displays). Cylinders, plungers, and buried pipes (disposal or cleaning up of waste oil or any contamination caused by leaks in the hydraulic system or any consequential damage).

#### **PURCHASER RESPONSIBILITIES TO REDUCE RISK OF ADDITIONAL CHARGES**

1. In a safe manner, check the following on your vertical transportation units prior to calling SECO:
  - a. Sills are free of debris.
  - b. Vertical transportation unit is on automatic operation.
  - c. Verify vertical transportation unit is not on fire recall.
  - d. Verify in car stop switch is not activated.
  - e. Verify building has power.
  - f. Verify no one is trapped.

#### **PERFORMANCE CLAUSE**

Purchaser, at any time and at the Purchaser's expense may call a third party firm to evaluate SECO's performance within the scope of this agreement. The third party firm should be mutually agreed upon by Purchaser and SECO. Should any deficiencies be found, that are covered under this agreement, a detailed report shall be submitted to SECO and SECO will have a minimum of 90 days to correct the covered deficiencies. If SECO fails to correct deficiencies within time allowed, Purchaser shall have right to terminate this agreement. Termination shall be by 90 day written notice. Purchaser remains obligated to pay all previously outstanding balances owed to SECO.

**HOURS OF SERVICE (choose one)**

All work will be performed during the regular working hours of regular working days of the elevator trade, unless otherwise specified below. SECO will provide emergency minor adjustment call back service (one man troubleshooting and/or repairs).

X Elevator Full Maintenance (FM) \$ 1,014

During regular working hours of the regular working days. Call-backs outside these hours will be billed at our regular rates in addition to the contract base price.

\_\_\_\_\_ Elevator Full Maintenance with Reduced Overtime (FMTD) \$

During regular working hours of the regular working days. Covered minor adjustment call-back service (one man trouble shooting and/or repairs), outside of these hours, will be billed at our discounted over-time rate, in addition to the contract base price.

\_\_\_\_\_ Elevator Full Maintenance with Call-back (FM24) \$

On a 24-hour, 7 days a week basis, and we will absorb the premium expense for covered minor adjustment call-back service (one man troubleshooting and/or repairs). Major repairs will not be completed during over-time hours unless authorized by purchaser for an additional fee.

**PAYMENT TERMS**

The price for this service shall be \$ 1014.00 FM, \$ \_\_\_\_\_ FMTD, or \$ \_\_\_\_\_ FM24 per month, payable monthly. Monthly payments may increase on an annual basis. Payments later than 30 days or more are considered late and shall be increased by 3% per month. The Purchaser agrees to pay, as an addition to the price herein quoted, the amount of any tax based upon transfer, use, ownership, or possession of the equipment imposed by any law enacted after the date of this proposal or imposed upon the purchase or company by any existing law. Payments not received after 60 days shall be considered a breach of contract and SECO may terminate this agreement giving 15 days notice. The Purchaser agrees to pay all cost incurred to collect past due accounts not limited to legal fees, collection fees and interest. SECO may decide, due to nonpayment, to exercise its' right to suspend service. SECO shall not be responsible for injury, damage or loss of revenue resulting from lack of service.

**CONTRACT TERMS**

The service specified will be furnished from the effective date stated herein, and shall continue for an initial, non-cancelable term of Two (2) years. This Agreement will automatically renew for successive terms of Twelve (12) months thereafter. Either party may terminate this Agreement either at the end of the initial Two (2) year term or at the end of any subsequent Twelve (12) month 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 Two (2) years from the effective date of this agreement or Twelve (12) months from the effective date of any subsequent renewal term. The parties acknowledge that 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 SECO 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 agrees to see that such Purchaser is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement. SECO may, at its sole discretion, terminate this Agreement at any time upon thirty (30) days advance notice in writing due to the Purchaser's breach of contract, safety or liability issues or Purchaser's refusal to authorize necessary repairs or upgrades.

**COMMENCEMENT DATE:** January 11, 2011

**ACCEPTANCE**

This proposal, when accepted by you below and approved by a SECO officer, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded. This agreement, if not accepted, is subject to change without notice sixty (60) days from the date submitted.

Accepted for:

Poplar Creek Office Plaza LLC

(Print Legal Name of Purchaser)

By: Georgia Potakis

Title: Property Manager

Date: 1-28-11

Accepted for:

**Suburban Elevator Company**

By: Carmen Galante

Title: VP

Date: 1/11/11