

ELEVATOR MAINTENANCE AGREEMENT

This Elevator Maintenance Agreement (“Agreement”) is entered into this 15th day of October, 2018, to be effective as of January 1, 2019 (“Effective Date”), by and between the **SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (hereinafter referred to as the “District”) and **KONE INC**, a Colorado corporation (hereinafter referred to as “Contractor”) whose business address is 8585 Concord Center Drive, Suite 900 Englewood, Colorado 80112, and whose telephone number is 314-239-2561.

RECITALS

WHEREAS, the District desires to receive elevator maintenance services for the elevator in the District’s office located at 8739 W. Coal Mine Avenue, Littleton, Colorado (“Office”); and

WHEREAS, Contractor represents that it has the personnel, equipment, and expertise necessary to perform such services for the District, and that it has performed similar services for other public and private entities; and

WHEREAS, Contractor has performed such services for District for the last couple of years; and

WHEREAS, the District staff, after reviewing the Contractor’s updated pricing proposal dated October 20, 2017 entered into an agreement for 2018 and has determined to retain the Contractor to perform elevator maintenance services, upon substantially the same terms and conditions as in 2018.

NOW, THEREFORE, in consideration of the promises set forth herein, the District and Contractor agree as follows:

1. **Scope of Services**. Subject to and in accordance with the terms and provisions of this Agreement, Contractor shall provide all labor, equipment, materials, oversight and direction necessary to perform routine maintenance on the District’s elevator as more particularly described on ***Exhibit A*** (consisting of 3 pages) as attached hereto and incorporated herein by this reference (the “Services”). The Services shall be performed quarterly at the District office. In the event of a conflict or any inconsistency between the text of this Agreement and ***Exhibit A***, the text of this Agreement shall control.

2. **Notice to Proceed**. From and after the Effective Date, and provided District receives satisfactory certificates of insurance as required by Paragraph 15 below, within twenty (20) days from the date of this Agreement, Contractor is authorized to proceed with the Services. Any services not identified on ***Exhibit A*** shall be performed by Contractor only after receiving specific written direction to do so from the District Manager.

3. **Completion of Work.** All Services, whether Emergency or Non-Emergency required under this Agreement shall be performed in a timely manner and diligently completed in accordance with the terms of this Agreement. Under no circumstances, however, shall Contractor be responsible for circumstances beyond Contractor's control, including, but not limited to, Acts of God, the work of other contractors, work not included in a request for service, weather problems, or other causes outside of Contractor's control which may delay completion, i.e. for example: labor disputes, fire, unusual delay and deliveries, unavoidable casualties, sabotage, vandalism, concealed conditions, and hazardous materials etc. All Services required under this Agreement, if any, shall be delivered to District no later than December 31, 2018.

4. **Confidentiality of Information.** Subject to the Public (Open) Records Act, Section 24-72-102, et. seq., C.R.S., as amended, Contractor will hold in strictest confidence all information furnished by the District or others during the performance of Services, including the results of any reports or investigations or observations made by Contractor or communicated to Contractor during its performance of Services. Contractor shall not disclose such information to others without the prior written consent of the District.

5. **Ownership of Work Product.** All documents of whatsoever kind or nature, if any, produced for the District as a result of the performance of Services under this Agreement by Contractor, including but not limited to all printed materials and electronic documents, shall be the sole property of the District and may not be used, sold or disposed of in any manner without prior written approval of the District's representative. All documents produced for the District as a result of Services performed hereunder shall be turned over to the District as and when completed.

Nothing contained in this Agreement, or the referenced project plans and specifications, shall (i) require Contractor to disclose any trade secrets or proprietary information, or (ii) supersede the rights of Contractor to full protection of all copyrights, patents, or proprietary items or information furnished in connection with Contractor's provision of materials and labor with respect to the Services. The proprietary rights to any drawings, technical documentation, or other intellectual property shall remain solely with Contractor. Any software supplied with District's equipment is licensed to District or its successors, but only for use with, and for the operation of, the equipment. Use of such software for any other purpose is prohibited. Contractor shall not provide any information such as Contractor's internal manuals, manufacturing drawings, or source codes.

Notwithstanding anything to the contrary herein, under no circumstances shall Contractor be required to provide access to or any type of license for the KONE Maintenance Methods or any other document or information that Contractor in its sole reasonable discretion considers confidential and/or proprietary.

6. **Standard of Care.** The District will not supervise the work of Contractor or instruct the Contractor on how to perform the Services. Contractor shall be fully responsible for the professional quality, technical accuracy, timely completion and coordination of

services, including all work and reports, if any, that are a part thereof, whether such work is performed directly by Contractor or by such subcontractors as are approved by the District in accordance with Paragraph 24 below. Without additional compensation and without limiting the District remedies, Contractor shall promptly remedy and correct any errors, omissions, or other deficiencies in the Services caused by Contractor. Contractor represents that all Services provided under this Agreement shall be performed with competence and in accordance with the standard of care of Contractor's profession prevailing in Colorado.

7. **Compensation.** The District shall compensate Contractor for Services performed quarterly under this Agreement at a flat rate of \$75.85 per month (\$910.20 per year) as more particularly set forth on ***Exhibit B*** as attached hereto.

The compensation to Contractor provided for by this Agreement is entire and complete. Contractor has not received and will not receive any other compensation in connection with this Agreement. Contractor warrants that it has not paid or promised to pay any compensation to anyone (except District approved subcontractors and the Contractor's officers and employees) in order to obtain this Agreement. It is further understood and agreed that, subject to the provisions of paragraph 24 below, Contractor will contract with and pay directly all subcontractors, if any, retained by Contractor for any Services that are subcontracted by Contractor.

8. **Method of Payment.** Contractor shall invoice the District monthly in the amount of \$75.85 for the quarterly Services performed or to be performed under this Agreement. Where practical, invoices submitted by Contractor shall include a description of the Services rendered and an itemization of the charges contained therein and, where practical, shall be supported by such data or documents substantiating Contractor's right to payment as the District's manager may reasonably require, including but not limited to, the date the Services were performed, the man hours worked, the name, position and rate of each employee involved in the performance of the Services, the equipment used and the number of hours used, and a list of materials including actual and billed cost, together with copies of requisitions from subcontractors and suppliers, where applicable.

It is contemplated that all invoices submitted by Contractor will normally be paid within thirty (30) days of receipt by the District. However, notwithstanding any other provision contained in this Agreement to the contrary, the District shall have the right to refuse to pay all or any portion of an invoice that is inconsistent with this Agreement. The District may reasonably delay payment until it can verify the accuracy of an invoice, obtain releases or waivers with respect to work covered in the invoice, or resolve a dispute with the Contractor regarding an invoice.

9. **Conflict of Interest.** During the term of this Agreement, Contractor shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the Contractor fully performing its obligations under this Agreement or compromises the effectiveness of Contractor.

10. **Records and Audits.** Contractor shall at all times maintain a system of accounting records in accordance with its normal billing procedures, together with supporting documentation for all Services performed under this Agreement. Contractor shall make available for audit and reproduction by the District, all records, in whatever form, related to any and all Services performed under this Agreement. Contractor shall provide such availability during the term of this Agreement and for two (2) years thereafter. Contractor shall refund to the District any charges determined by any District audit to be inconsistent with this Agreement. District's audit rights shall not extend to any information which Contractor, in its sole reasonable discretion, considers confidential or proprietary, nor to any lump sum prices, unit rates, established charges, or fixed percentages or multipliers agreed to by the Parties.

11. **Changes in Services.** The District shall have the right to order additions, deletions or changes to any Services authorized under this Agreement. Request for additional services may be made by the District Manager or other representative orally or in writing, provided, the oral request shall be confirmed by a written request within two (2) days after the oral request. If the District directs Contractor to proceed with any work that is outside the Scope of Services as set forth on Exhibit A, Contractor shall be paid for the change as agreed by the Parties.

12. **Independent Contractor.** In the performance of Services under this Agreement, Contractor shall be, for all purposes, an independent contractor and not an employee or agent of the District. Contractor and its employees and subcontractors, if any, shall in no way represent themselves to third parties as agents or employees of the District.

The District shall not supervise the work of the Contractor or instruct the Contractor on how to perform the Services. Contractor shall be responsible for the professional quality, technical accuracy, time of completion, and coordination of all Services rendered hereunder. Contractor agrees that all Services shall be performed in accordance with the District's engineering standards and specifications in effect the time the work is authorized, and in accordance with all applicable District rules, regulations, policies and procedures to the extent the Contractor is made aware of the same.

13. **No Unemployment Insurance or Workers' Compensation Benefits.** Contractor is not entitled to unemployment insurance or workers' compensation benefits as a result of the performance of Services for the District. Contractor is required to provide workers' compensation and unemployment insurance benefits for all contractor employees and/or subcontractors retained by Contractor.

14. **Payment of Taxes.** Contractor is fully liable for any federal and state income and withholding taxes, unemployment taxes, FICA taxes, and worker's compensation payments and premiums applicable to any Services, or additional services performed under this Agreement. Contractor shall indemnify the District for any liability resulting from nonpayment of any such taxes and sums.

15. **Insurance.** Neither Contractor nor any subcontractor, agent, or employee thereof shall commence work on any Services authorized under this Agreement until the following minimum insurance coverages have been obtained:

(a) **Workers' Compensation and Employer's Liability Insurance.** Contractor and each subcontractor shall carry Worker's Compensation and Employer's Liability Insurance to cover liabilities under the laws of the State of Colorado in connection with the Services performed under this Agreement. Contractor and each subcontractor, if applicable, shall carry a separate policy.

(b) **Commercial General Liability Insurance.** Contractor and each subcontractor, if any, shall carry Commercial General Liability Insurance, which shall include blanket contractual liability coverage. Such insurance shall be in the amount of \$1,000,000 for each occurrence and \$1,100,000 general aggregate in combined single limit coverage for bodily injury and property damage.

(c) **Automobile Liability Insurance.** Contractor and each subcontractor, if applicable, shall carry Automobile Liability Insurance to include owned, non-owned and hired vehicles used in the performance of Services under this Agreement. Such insurance shall be in the amount of \$1,000,000 per occurrence and \$1,100,000 general aggregate and combined single limit coverage for bodily injury and property damage.

Prior to commencing any Services under this Agreement, Contractor will provide an Owners and Contractors Protective Liability Policy which lists District as Named Insured. The limit shall be \$1,000,000.00. Contractor shall not allow any subcontractor, agent, or employee to commence work on any Services until the appropriate protective liability policy has been obtained and approved by the District. The coverages specified in this paragraph 15 shall not be terminated, reduced, or modified without providing at least thirty (30) prior written days notice to the District.

16. **Compliance with Laws.**

(a) **Laws and Regulations.** In performing services under this Agreement, Contractor shall comply with all applicable laws, rules and regulations including, but not limited to all federal, state and local laws, in effect at the time this Agreement is executed.

(b) **Illegal Aliens.** In addition to Paragraph 16(a) above, Contractor certifies that Contractor shall comply with the provisions of Section 8-17.5-101, C.R.S., et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform Services under this Agreement, or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform Services under the Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being

performed. If the Contractor obtains actual knowledge that a subcontractor performing Services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall: (i) notify the subcontractor and the District within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contract with an illegal alien. Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Contractor fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the District may terminate this Agreement for breach and the Contractor shall be liable for actual damages to the District. If the Contractor participates in the Department Program, Contractor shall provide the affirmation required under Section 8-17.5-102(5)(e)(III), C.R.S., to the District.

17. **Indemnification.** Contractor hereby expressly agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and insurers against any and all liability, loss, damage, action, cause of action or expense (including court costs and reasonable attorneys' fees) which may result from any loss, injury, death to any person or tangible personal property that arises out of or is caused by any actual or allegedly negligent act or wrongful act or omission of the Contractor, its officers, agents or employees (or the Contractor's subcontractors, or any of said subcontractor's officers, agents or employees) in connection with, or in any way arising out of this Agreement. Contractor's obligation to defend and indemnify shall survive termination of this Agreement.

18. **Acceptance Not A Waiver.** The District's approval of any Services and the payment therefore shall not in any way relieve Contractor of responsibility for the quality of the workmanship and materials incorporated into any job or project. The District's approval, acceptance of, or payment for any Services shall not be construed to operate as a waiver of the District's rights under this Agreement, or of any cause of action arising out of the performance of this Agreement.

19. **Term.** Subject to the provisions of Paragraph 20 below, this Agreement shall commence on January 1, 2019 and shall expire on December 31, 2019.

20. **Suspension/Termination.** The District reserves the right to terminate this Agreement upon (10) days prior written notice to Contractor for any reason and/or no reason, and/or to suspend all or any portion of the Services by giving (10) days prior written notice to the Contractor. If this Agreement is terminated or suspended either in whole or in part, the District shall pay the Contractor equitably for all Services properly performed prior to the effective date of such suspension or termination. If any of the Services authorized hereunder are suspended by the District and the Contractor is not given an order to resume work within thirty (30) days from the effective date of the suspension, this Agreement shall be considered terminated. Upon termination, Contractor shall immediately deliver to the District any

documents then in existence that have been prepared by the Contractor pursuant to this Agreement.

21. **Default.** Every term and condition of this Agreement shall be deemed to be a material element of this Agreement. In the event either Party shall fail or refuse to perform according to the material terms of this Agreement, such Party may be declared in default by the other Party by a written notice.

22. **Remedies.** In the event a Party has been declared in default, such defaulting Party shall be allowed a period of fifteen (15) days within which to correct or commence correcting, the default. In the event the default has not been corrected or begun to be corrected, or the defaulting Party has ceased to pursue the correction with due diligence, the Party declaring default may elect to (a) terminate this Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. In the event Contractor fails or neglects to perform the Services, the District may elect to correct such deficiencies and charge Contractor for the full cost of the corrections.

23. **No Multiple Fiscal Year Obligations.** No provision of this Agreement shall be construed or interpreted as creating an indebtedness or a multiple fiscal year direct or indirect debt or other multiple year financial obligation whatsoever of District within the meaning of any constitutional or statutory debt limitation provision including, without limitation, Article XI, Sections 1, 2, and 6 and Article X, Section 20 of the Colorado Constitution. This Agreement shall not directly or indirectly obligate the District to make any payment beyond the funds legally available to it for the then current fiscal year. No provision of this Agreement shall be construed to pledge or create a lien on any class or source of monies of the District, nor shall any provision of this Agreement restrict or limit the discretion of the District in the budgeting and appropriation of its funds. Further, the District shall notify Contractor if funds are exhausted for any fiscal year, and Contractor may, at its discretion, decide whether to continue working for the District during that fiscal year.

24. **Assignment and Subcontractors.** Contractor shall not assign to any other person or firm the performance of any of the Services hereunder in whole or in part, without the prior written approval of the District, which may be withheld for any reason. All work under this Agreement shall be performed under Contractor's direct supervision and control. Subject to the provisions of this Paragraph 24, this Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.

25. **Non-Exclusive Agreement.** District and Contractor agree that this not an exclusive agreement, and District may retain other contractors to perform similar services, at the District's sole discretion.

26. **Compliance with Bid Statutes.** Except for emergencies, nothing contained in this Agreement shall be construed as authorizing Contractor to perform any work that by law

the District may contract for only through the public bid process required under the provisions of Section 32-1-1001(1)(d)(I), C.R.S.

27. **Force Majeure.** The Parties shall not be responsible for any failure or delay in the performance of any obligations under this Agreement caused by Acts of God, flood, fire, war or public enemy.

28. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Colorado.

29. **Governmental Immunity.** The Parties understand and agree that the District is relying upon, and has not waived, the monetary limitations of \$387,000 per person, \$1,093,000 per occurrence, and all other rights, immunities and protections provided the District by the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., C.R.S., at the Act now exists or may hereafter be amended from time to time.

30. **Entire Agreement.** This Agreement constitutes the entire Agreement between the District and Contractor and replaces all prior written or oral agreements and understandings. It may be altered, amended or repealed, only by a duly executed written instrument.

31. **Effective Date.** This Agreement shall be effective in accordance with its terms as of the Effective Date.

32. **Interpretation.** If there is any uncertainty in the interpretation of any provision of this Agreement, all of the provision of this Agreement shall be construed on the basis that all Parties hereto assisted in the drafting and finalization hereof.

33. **Severability.** The terms of this Agreement are severable. If any term of this Agreement is found to be unlawful, the remaining terms shall remain in full force and effect, and the Parties agree to negotiate a substitute term of equivalent value or effect.

34. **Special District Act.** This Agreement is made under and is conformable to all of the requirements imposed by law upon a special district operating in the State of Colorado by the Colorado, including but not limited to, the Colorado Special District Act, Section 32-1-101, et. seq., C.R.S. In so far as applicable, the Special District Act and any other provision of law pursuant to which the District operates shall supersede any apparently conflicting provisions otherwise contained in this Agreement.

35. **Notice.** All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to other Party; or (b) seven (7) days after depositing in the United States Mail, First Class Postage Prepaid, addressed as follows: or (c) when sent by facsimile transmission and receipt is confirmed by returned facsimile transmission.

If to Contractor:

Matt Utrevis

Service Sales Consultant
KONE Inc
8585 Concord Center Dr. Ste 900
Englewood, CO 80112

If to District:

Patrick Fitzgerald, District Manager
Southwest Metropolitan Water and
Sanitation District
8739 West Coal Mine Avenue
Littleton, CO 80123

With a Copy To:

Timothy J. Flynn
Collins Cockrel & Cole
390 Union Blvd., Suite 400
Denver, Colorado 80228

Or such other persons or addresses that the Parties may hereafter designate in writing.

36. **Obsolete Components.** A component may become obsolete during the Term of the Agreement. Obsolete components are not covered under this Agreement. KONE will provide District with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the District's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources of materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates the use of a component be discontinued in its entirety, the OEM designates the component as obsolete, where such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is not covered under this Agreement unless it becomes obsolete.

37. **Consequential Damages.** Notwithstanding anything contained to the contrary in this Agreement, in no event will either Party be liable to the other Party for any consequential, exemplary, special, liquidated, incidental, or indirect damages (including loss profits or goodwill) collectively ("Consequential Damages") arising out of or related to this Agreement, whether such damages are based in contract, tort (including negligence and strict liability) or any other form of action, even if such Party has been advised of the possibility of any consequential damages.

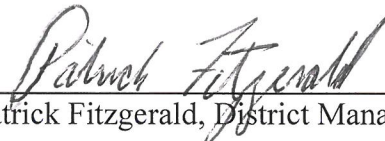
38. **Hazardous Materials.** Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM) or other hazardous materials (i.e. lead, PCBs) collectively ("HazMat"). KONE shall have the right to discontinue its work in any location where a suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be District's sole responsibility and expense.

39. **Limitation on Liability.** Notwithstanding anything contained to the contrary in this Agreement, KONE's total liability to District under the Agreement is limited to \$1,000,000.00.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate original as of this 15 day of October, 2018 to be effective as of January 1, 2019.

This Agreement must have the signature of an authorized representative of Contractor and the District on both original copies.

SOUTHWEST METROPOLITAN WATER
AND SANITATION DISTRICT, a quasi-
municipal corporation and political subdivision
of the State of Colorado

By: 
Patrick Fitzgerald, District Manager

KONE Inc., a ^{Delaware}~~Colorado~~ corporation

By: 
~~Matt Utrovis, Service Sales Consultant~~
Jeff Blum, Senior Vice President
KONE Opp# 8459368

EXHIBIT A

Processed Date: 01/05/2016, Lockbox Site: LOS ANGELES, Lockbox #: 4156, Batch #: 701,
Amount: 0.00



SCOPE OF SERVICES

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, unless specifically excluded below, KONE will repair or replace the components listed below if the repair or replacement is, in KONE's sole judgment, necessitated by normal wear and tear. Unless specifically included elsewhere in this Agreement or unless Purchaser has separately contracted with KONE for the work, all other work related to the equipment is Purchaser's responsibility.

HYDRAULIC ELEVATORS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

POWER UNIT
Pump, motor, valves, and all related parts and accessories.

HYDRAULIC SYSTEM ACCESSORIES
Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.

CAR EQUIPMENT
All elevator control system components on the car.

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

HOISTWAY AND PIT EQUIPMENT
All elevator control equipment and buffers.

RAILS AND GUIDES
Guide rails, guide shoe gibs, and rollers.

DOOR EQUIPMENT
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

MANUAL FREIGHT DOOR EQUIPMENT
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

POWER FREIGHT DOOR EQUIPMENT
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, 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 maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

HOURS OF SERVICE

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

SERVICE REQUESTS (CALLBACKS)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

If Purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each overtime hour.

TESTS

KONE will perform the following tests on the Equipment. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test as required by applicable code.

REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

EXCLUSIONS

The following are excluded from the scope of services.

EXHIBIT A

Processed Date: 01/05/2016, Lockbox Site: LOS ANGELES, Lockbox #: 4156, Batch #: 701, Amount: 0.00



GENERAL

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.

KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

Notwithstanding anything contained to the contrary in this Agreement, KONE's scope of services shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1810 or 1826 of the Federal OSHA regulations is excluded from KONE's scope of services without an applicable proposal to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform services in areas which contain ACM and/or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during the performance of services before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that the areas where KONE will perform its services at all times meet applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its services in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its services shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the asbestos has been abated from the areas where KONE will perform its services and air clearance reports shall be made available upon request prior to the start of KONE's services.

Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

OBsolescence

A component may become obsolete during the term of this Agreement. Obsolete components are not covered under this

Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

ELEVATOR

Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; telephones or communication devices; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

SAFETY

Purchaser will 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. Purchaser will be solely responsible for proper use, for supervising the use of the

EXHIBIT A

Processed Date: 01/05/2016, Lockbox Site: LOS ANGELES, Lockbox #: 4156, Batch #: 701, Amount: 0.00



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.

Notwithstanding anything to the contrary in this Agreement, if in KONE's sole judgment the equipment presents 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. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

THIRD PARTY SERVICES

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser

declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERM AND TERMINATION

This Agreement will commence on the effective date and continue for an initial period of FIVE (5) years. This Agreement will thereafter automatically renew for successive terms of FIVE (5) years. Either party may terminate this Agreement at the end of the initial FIVE (5) year term or at the end of any subsequent FIVE (5) year term by giving the other party no less than ninety (90) days not more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.

If a party materially breaches the Agreement, the other party may provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

EXHIBIT B



Elevators Escalators

October 10, 2018

Southwest Metro Water and Sanitation
8739 West Coal Mine Ave
Littleton, CO 80123

KONE Inc.
8585 Concord Center Dr. Ste 900
Englewood, CO. 80112
Tel (314) 239-2561
Fax (303) 799-6369
www.kone.com
Matt.Utrevis@kone.com

ATTENTION: Alyssa Quinn

REFERENCE: Southwest Metro Water & Sanitation
40107186

EFFECTIVE: 1/1/2019

OBJECTIVE: To escalate maintenance pricing 3.28%

NEW PRICE: \$75.85 per Month (\$910.20 per year)

All Other terms and conditions are to remain the same.

Respectfully,
KONE Inc.

Matt Utrevis
Service Sales Consultant

ACCEPTANCE

ACCEPTED

Southwest Metro Water and Sanitation

KONE Inc.

A handwritten signature in blue ink, appearing to read "Matt Utrevis", is written over the KONE Inc. name.

BY: _____

BY: _____

DATE: _____

DATE: 10-15-18