

1 **STATE OF GEORGIA**
2 **COUNTY OF CHATHAM**

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7 **AMENDMENT NUMBER TWO**
8 **TO SERVICE AND MAINTENANCE AGREEMENT**
9 **between**
10 **THE SAVANNAH AIRPORT COMMISSION**
11 **and**
12 **KONE, INC.**
13
14

15 **WHEREAS**, on the 26th day of May, 2006, the **SAVANNAH AIRPORT**
16 **COMMISSION**, a public body corporate organized under the laws of the State of Georgia,
17 hereinafter called "Commission," entered into a certain Service and Maintenance Agreement
18 with **KONE, INC.**, hereinafter referred to as "Operator," and
19

20 WHEREAS, the parties hereto amended said Agreement on February 21, 2008; and
21

22 **WHEREAS**, the parties hereto desire to further amend said Service & Maintenance
23 Agreement, effective April 1, 2009.
24

25 **NOW, THEREFORE**, in consideration of the covenants, agreements and conditions
26 herein contained, the aforesaid Service and Maintenance Agreement is amended as follows:
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28 1. Paragraph 1., TERM, shall be deleted in its entirety and the following new Paragraph 1.,
29 TERM, shall be inserted in lieu thereof:

30 a. The initial Term of the Agreement shall have commenced on March 1, 2006, and
31 shall continue until March 31, 2014.

32 b. Automatic Renewal

33 Upon completion of the initial term specified above, this Agreement shall be
34 automatically renewed for additional one-year periods, unless thirty (30) days prior written
35 notice is given prior to the end of the initial Term or any renewals thereof.
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37 Paragraph 2., COVERED EQUIPMENT, shall be deleted in its entirety and the following new
38 Paragraph 2., COVERED EQUIPMENT, shall be inserted in lieu thereof:
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2. **COVERED EQUIPMENT**

a. The equipment to be covered under this Service and Maintenance Agreement will be Commission owned and operated elevators and escalators as follows:

(1) Prior Existing Equipment

<u>Location</u>	<u>Exhibit</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Serial Number</u>
Level 1 Terminal	A	Passenger Elevator	Montgomery	CP-74833
Level 1 Terminal	A	Passenger Elevator	Montgomery	CP-98242
Level 1 Terminal	A	Passenger Elevator	Montgomery	CP-74837
Level 2 Terminal	B	Passenger Elevator	Montgomery	CP-74834
Level 2 Terminal	B	Passenger Elevator	Montgomery	CP-74835
Level 2 Terminal	B	Passenger Elevator	Montgomery	CP-74836
Air Cargo Building (Building #1224)	C	Passenger Elevator	Dover	EG-1864
Level 1 Terminal	D	Escalator	Kone	CE-74831
Level 1 Terminal	D	Escalator	Kone	CE-74832
Level 1 Terminal	D	Escalator	Kone	CEP-98221
Level 1 Terminal	D	Escalator	Kone	8014465

(2) Parking Deck

<u>Location</u>	<u>Exhibit</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Serial Number</u>
Level 1-4, Park Deck South	E	Passenger Elevator	Kone	20252425
Level 1-4, Park Deck South	E	Passenger Elevator	Kone	20252426
Level 1-4, Park Deck North	E	Passenger Elevator	Kone	20252423
Level 1-4, Park Deck North	E	Passenger Elevator	Kone	20252424
Level 1 Park Deck North	F	Escalator	Kone	36023783
Level 1 Park Deck North	F	Escalator	Kone	36023782
Level 1 Park Deck South	F	Escalator	Kone	36024124
Level 1 Park Deck South	F	Escalator	Kone	36024123
Level 2 Park Deck North	G	Escalator	Kone	36024104
Level 2 Park Deck North	G	Escalator	Kone	36024103
Level 2 Park Deck South	G	Escalator	Kone	36024121
Level 2 Park Deck South	G	Escalator	Kone	36024122
Level 3 Park Deck North	H	Escalator	Kone	36024105
Level 3 Park Deck North	H	Escalator	Kone	36024106
Level 3 Park Deck South	H	Escalator	Kone	36024120
Level 3 Park Deck South	H	Escalator	Kone	36024112

(3) Terminal Concourse Expansion

Level 1 Concourse	I	North Passenger Elevator	Schindler	C9568
Level 1 Concourse	I	Valet Bag Elevator (Gate 14)	Schindler	C9570
Level 1 Concourse	I	South Passenger Elevator	Schindler	C9573
Level 1 Concourse	I	Valet Bag Elevator (Gate 13)	Schindler	C9571

(4) Terminal Concourse Expansion – Inactive Units

Level 1 Concourse	I	Valet Bag Elevator (Gate 12)	Schindler	C9569
Level 1 Concourse	I	Valet Bag Elevator (Gate 11)	Schindler	C9572

1 b. Commission reserves the right to delete or add equipment to this Agreement at
2 any time without formal amendment to same, provided that Commission provides Operator with
3 thirty (30) days' prior written notice, and provided that when adding equipment to this
4 Agreement, the service and maintenance fees are established in writing and are acceptable to
5 both parties. Effective on the date the equipment is deleted by the Commission, the service and
6 maintenance fees applicable to such equipment as provided herein will no longer be charged to
7 the Commission.

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9 2. Paragraph 3., OBLIGATIONS OF OPERATOR, shall be deleted in its entirety and the
10 following new Paragraph 3., OBLIGATIONS OF OPERATOR, shall be inserted in lieu thereof:

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12 **3. OBLIGATIONS OF OPERATOR**

13 a. Operator shall be required on a monthly basis to perform manufacturer's standard
14 preventive maintenance services, which covers the total elevator and escalator system including
15 all controllers and auxiliary equipment. Operator must furnish all labor and materials necessary
16 to provide full maintenance and repair services.

17 b. Any repairs required, regardless of the magnitude, will be covered under this
18 Agreement. The only repairs that will be excluded from the monthly maintenance/service fees as
19 described in Paragraph 4, Subparagraphs a, b, and c, of this Agreement are those repairs caused
20 by mechanical parts that cannot be physically or visibly inspected, such as underground piping,
21 etc. Control rooms, pits and door tracks shall be kept clean and free of oil or other debris. For
22 repairs outside of routine maintenance, Operator shall receive Commission approval prior to
23 proceeding with the repair.

24 c. Unless otherwise authorized by the Commission, all service and repairs will be
25 performed during normal working hours, which shall be defined as Monday through Friday, 8:00
26 a.m. - 5:00 p.m. Only those holidays recognized by the Savannah Airport Commission will be
27 considered as outside normal working hours.

28 d. Operator shall provide, without additional charge to Commission, adjustment
29 and/or repair callback service during normal working hours. Operator agrees that response time
30 will be less than two (2) hours for non-emergency situations and less than 30 minutes for
31 emergency situations, i.e., entrapment. Operator further agrees that Commission shall not be
32 required to pay overtime rates for callbacks on equipment that had been previously worked on
33 earlier that same day or a known problem that had been reported a minimum of two times within
34 the last two weeks.

35 e. On an annual basis, Operator will inspect and pressure test the two inactive
36 Schindler units as described in Paragraph 2. a. (4) above and maintain both elevators on a
37 deactivated, stand-by status.

38 f. During the Term of this Agreement, Operator shall have and Commission hereby
39 gives and grants, the following additional rights:

(1) The right to ingress and egress to the Premises over Airport roadways, including common use roadways, driveways and public areas, subject to any rules or regulations which may have been established or shall be established in the future by the Commission. Such rights of ingress and egress shall apply to Operator's employees, guests, patrons, invitees, suppliers, and other authorized individuals.

(2) Operator shall have the right, subject to compliance with the security requirements herein, to obtain supplies or services from suppliers, vendors or contractors of its own choice at the Premises, provided that all contracts entered into by Operator for provision of labor services at the Premises shall require that labor engaged at the Premises must work in harmony with other elements of labor employed or to be employed at the Airport and that said labor will comply with Airport rules and regulations.

3. Paragraph 4., FEES AND CHARGES, shall be deleted in its entirety and the following new Paragraph 4., FEES AND CHARGES, shall be inserted in lieu thereof:

4. FEES AND CHARGES

In consideration of the services to be granted to Commission, the Operator shall be entitled as compensation therefore, the following fees and charges:

a. Montgomery elevators with the following serial numbers:

<u>Serial Number</u>	<u>Monthly</u>	<u>Annually</u>	
CP-74833	\$ 90.00	\$ 1,080.00	
CP-98242	\$ 90.00	\$ 1,080.00	
CP-74837	\$ 90.00	\$ 1,080.00	
CP-74834	\$ 90.00	\$ 1,080.00	
CP-74835	\$ 90.00	\$ 1,080.00	
CP-74836	\$ 90.00	\$ 1,080.00	
TOTAL:			\$ 6,480.00

b. Dover elevator with the following serial number:

<u>Serial Number</u>	<u>Monthly</u>	<u>Annually</u>	
EG-1864	\$ 90.00	\$ 1,080.00	
TOTAL:			\$ 1,080.00

c. Kone escalators with the following serial numbers:

<u>Serial Number</u>	<u>Monthly</u>	<u>Annually</u>	
CE-74831	\$ 325.00	\$ 3,900.00	
CE-74821	\$ 325.00	\$ 3,900.00	
CE-9822	\$ 325.00	\$ 3,900.00	
8014465	\$ 325.00	\$ 3,900.00	
TOTAL:			\$15,600.00

d. Kone elevators with the following serial numbers (commencing 10/15/2008):

<u>Serial Number</u>	<u>Monthly</u>	<u>Annually</u>	
20252425	\$ 350.00	\$ 4,200.00	
20252426	\$ 350.00	\$ 4,200.00	
20252423	\$ 350.00	\$ 4,200.00	
20252424	\$ 350.00	\$ 4,200.00	
TOTAL:			\$16,800.00

e. Kone escalators with the following serial numbers (commencing 10/15/2008):

<u>Serial Number</u>	<u>Monthly</u>	<u>Annually</u>
<u>36023783</u>	\$ 400.00	\$ 4,800.00
<u>36023782</u>	\$ 400.00	\$ 4,800.00
<u>36024124</u>	\$ 400.00	\$ 4,800.00
<u>36024123</u>	\$ 400.00	\$ 4,800.00
<u>36024104</u>	\$ 400.00	\$ 4,800.00
<u>36024103</u>	\$ 400.00	\$ 4,800.00
<u>36024121</u>	\$ 400.00	\$ 4,800.00
<u>36024122</u>	\$ 400.00	\$ 4,800.00
<u>36024105</u>	\$ 400.00	\$ 4,800.00
<u>36024106</u>	\$ 400.00	\$ 4,800.00
<u>36024120</u>	\$ 400.00	\$ 4,800.00
<u>36024112</u>	\$ 400.00	\$ 4,800.00
<i>TOTAL:</i>		\$ 57,600.00

f. Schindler elevators with the following serial numbers (commencing 2/01/2009)

C9568	\$ 145.00	\$ 1,740.00
C9570	\$ 145.00	\$ 1,740.00
C9571	\$ 145.00	\$ 1,740.00
C9573	\$ 145.00	\$ 1,740.00
<i>TOTAL:</i>		\$ 6,960.00

g. Schindler elevators on inactive status (annual fee)

C9569	\$ 700.00
C9572	\$ 700.00
<i>TOTAL:</i>	\$ <u>1,400.00</u>

GRAND TOTAL: \$ 105,920.00

f. Hourly Rate for Outside Normal Working Hours

For service or repairs authorized by Commission as outside normal working hours, the hourly rate for one maintenance/service technician shall not exceed One Hundred Forty-Seven (\$147.00) Dollars, and the hourly rate for one maintenance/service helper shall not exceed One Hundred Twenty-four (\$124.00) Dollars.

g. Rate Adjustment

Commencing with the second year of the agreement (beginning April 1, 2010), Operator may adjust the annual rates for increases in labor and materials at a maximum of five (5%) percent increase per year.

h. Invoices must be submitted to Commission monthly in duplicate addressed to:

Savannah Airport Commission
Accounts Payable
400 Airways Avenue
Savannah, Georgia 31408

4. With the exception of the changes made by this and any prior amendments, the original provisions of said Agreement dated May 26, 2006, shall remain in full force and effect.

1 **IN WITNESS WHEREOF**, said parties have caused these presents to be duly executed
2 by their proper officers thereunto authorized, and corporate seals affixed this 18th day of
3 March, 20 09.

4
5 ATTEST:

SAVANNAH AIRPORT COMMISSION

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7 
8 PATRICK S. GRAHAM
9 SECRETARY

BY:


SYLVESTER C. FORMEY
CHAIRMAN

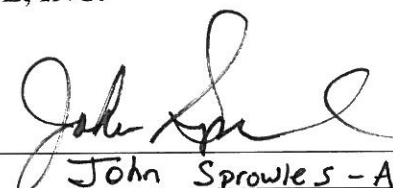
10
11 {CORPORATE SEAL}

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13
14 ATTEST:

KONE, INC.

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16 
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18 CORPORATE SECRETARY

BY:


John Sprowles - Account
Printed Name and Title Representative

19
20 {CORPORATE SEAL}

