

BRANIFF COMMUNICATIONS, INC.
 4741 W. 136TH ST., CRESTWOOD, ILLINOIS 60445
 VOICE: (708) 597-3200 FAX: (708) 597-3307

AGREEMENT NO.: PMA-050109A
OUTDOOR WARNING SIREN SYSTEM
PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

CUSTOMER NAME VILLAGE OF ANTIOCH			AGREEMENT DATE: 4/1/2014			AGREEMENT TYPE <input type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEWAL				
ADDRESS 874 MAIN STREET			AGREEMENT COVERAGE PERIOD 5/1/2014 - 4/30/2015							
CITY ANTIOCH		STATE IL	ZIP CODE 60002		MAINTENANCE INSPECTION INTERVAL <input checked="" type="checkbox"/> ANNUAL <input type="checkbox"/> OTHER			SERVICE TYPE/COVERAGE <input type="checkbox"/> T&M <input checked="" type="checkbox"/> AGREEMENT		
CONTACT NAME LEE SHANNON		PHONE 847-395-1000	FAX		APPLICABLE ADDENDUMS <input type="checkbox"/> NONE <input checked="" type="checkbox"/> ADDENDUM A <input type="checkbox"/> ADDENDUM B					
BILLING NAME SAME AS ABOVE			MAINTENANCE TO BE PERFORMED BY THE FOLLOWING FACILITY							
ADDRESS										
CITY		STATE							ZIP CODE	
CONTACT NAME		PHONE							FAX	
NAME BRANIFF COMMUNICATIONS, INC.			NAME							
ADDRESS 4741 WEST 136 TH STREET			ADDRESS							
CITY CRESTWOOD		STATE IL	ZIP CODE 60445		CITY CRESTWOOD			STATE IL		
CONTACT SERVICE DEPT.		PHONE 708-597-3200	FAX 708-597-3307		CONTACT SERVICE DEPT.			PHONE 708-597-3200		

QTY.	MODEL DESCRIPTION AND SITE LOCATION	PER UNIT	EXTENDED
3.00	FEDERAL SIGNAL 2001 SERIES, AC/DC OPERATED, OUTDOOR WARNING SIRENS COMPLETE WITH ALL RELATED POLE-MOUNTED SIREN MOTOR/RF CONTROLS AND ELECTRICAL DISTRIBUTION EQUIPMENT, INCLUDING BATTERIES, AT THE FOLLOWING SITE LOCATIONS: WILLIAMS PARK PAVILLION, WILLIAMS ST., EAST OF MAIN FIRE STATION #3, 700 DEEP LAKE ROAD CLUBLANDS PUMPING STATION, 911 CLUB LAKE DR.	\$550.00	\$1,650.00
1.00	CENTRAL CONTROL STATION EQUIPMENT, INCLUDING SS2000 DIGITAL CONTROLLER & HP COMPUTER W/MONITOR, (EXCLUDES VHF BASE STATION RADIO) AT THE FOLLOWING SITE LOCATION; ANTIOCH POLICE DEPARTMENT	\$700.00	\$700.00
TOTAL AMOUNT OF MAINTENANCE AGREEMENT			\$2,350.00

PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.

CUSTOMER AGENT / REPRESENTATIVE (PRINT NAME) <i>JAMES KEIR</i>	BRANIFF COMMUNICATIONS, INC. JEFFREY M. RYBA, PRESIDENT
SIGNATURE <i>James Keir</i>	SIGNATURE <i>Jeffrey M. Ryba</i>
DATE 5/15/14	DATE 4/1/2014

TERMS AND CONDITIONS

This Maintenance Service Agreement, (this Agreement), is between BRANIFF COMMUNICATIONS, INC., a corporation, ("BRANIFF") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreement herein contained, BRANIFF and the CUSTOMER agree as follows:

1.) Subject to the terms and provisions of this Agreement, BRANIFF, hereby agrees to maintain and service equipment, (the OUTDOOR WARNING SIREN EQUIPMENT), described on the reverse side of this Agreement including the referenced and/or attached Addendum(s) beginning and ending on the dates indicated.

2.) CUSTOMER hereby agrees to pay BRANIFF the total of annual charge(s) set forth on the reverse side for the term of this Agreement in one or more annual payment(s), due on the date(s) hereof. In addition CUSTOMER shall pay for any applicable sales, use, excise or other taxes, if any, which may be imposed upon the furnishings of parts, components or services pursuant of this Agreement. In cases where the CUSTOMER is exempt from such taxes, an exemption certificate must be furnished by CUSTOMER.

3.) After the term of this Agreement, this Agreement may be renewed by mutual agreement of the parties, in writing. BRANIFF shall have the option to change and/or revise annual charges for the Agreement renewal and shall notify CUSTOMER of such revisions within thirty (30) day written notice from end of the Agreement term.

4.) BRANIFF shall perform its obligation hereunder during normal business hours at the location(s) of the equipment as provided by the CUSTOMER and indicated on the reverse side of this Agreement in accordance with the referenced and/or attached Addendum(s) of this Agreement as outlined on our inspection reports pertaining to each siren.

5.) The service to be performed by BRANIFF hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage as outlined on referenced and/or attached Addendum(s), but shall not include interface equipment or, in the instance of radio products, antennas, external microphones and other accessory items. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including but not limited to misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BRANIFF.

6.) BRANIFF'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement herein above set forth. In the event of any breach of such obligation by BRANIFF, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BRANIFF the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BRANIFF be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or the site where the EQUIPMENT is installed. This limitation on the liability of BRANIFF shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the EQUIPMENT.

7.) BRANIFF shall perform its obligation hereunder at the sites as designated by the CUSTOMER. The CUSTOMER shall be responsible for providing access to the EQUIPMENT as well as providing a safe and suitable working site, and shall be responsible for additional costs or expenses incurred by BRANIFF in performing services at such site(s), including, but not limited to transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreement or other requirements affecting such work site(s).

8.) Any item of the EQUIPMENT which is not new or which has not been subject to a maintenance service agreement with BRANIFF immediately prior to this Agreement shall be inspected by BRANIFF at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event that BRANIFF is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT herein above specified, and in addition, CUSTOMER shall pay BRANIFF its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.

9.) BRANIFF warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is being serviced. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BRANIFF within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.

10.) BRANIFF shall use reasonable diligence to perform its obligation hereunder on a commercially timely basis but subject to delays or failure resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, weather conditions, and other causes beyond its reasonable control. Performance by BRANIFF is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.

11.) BRANIFF shall be responsible for all loss of or damage to the EQUIPMENT while in the possession of BRANIFF and CUSTOMER shall be responsible for all loss of or damage to the EQUIPMENT while in transit to or from BRANIFF'S Service Shop designated pursuant to this Agreement. Notwithstanding the foregoing, unless otherwise instructed by CUSTOMER, BRANIFF shall insure return shipments of the EQUIPMENT to CUSTOMER for not less than replacement value thereof and the cost of such insurance shall be billed to and paid for by the CUSTOMER.

12.) CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BRANIFF as herein above set forth will not violate any contracts or arrangements to which CUSTOMER is a party or which may be binding upon CUSTOMER.

13.) This Agreement may be terminated: (i) by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving the other party ninety (90) days advance written notice of its intent to terminate; or (ii) by CUSTOMER upon giving BRANIFF written notice thereof within 15 days after BRANIFF shall have designated a different service facility pursuant to paragraph 3 hereof. Upon the effective date of any such termination all rights and obligations hereunder shall cease and terminate except that: (i) BRANIFF shall complete all services herein required of it with respect to EQUIPMENT theretofore delivered to BRANIFF and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BRANIFF; and (iii) BRANIFF shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance services to have been rendered by BRANIFF subsequent to the effective date of termination.

14.) This Agreement constitutes the only agreement between BRANIFF and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understands, whether written or oral. This Agreement may not be amended or modified except in a writing signed by BRANIFF and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BRANIFF and CUSTOMER and no other party shall have any rights hereunder.

ADDENDUM A
AGREEMENT NO. PMA-050109A
OUTDOOR WARNING SIREN SYSTEM
PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

A.1 PREVENTATIVE MAINTENANCE INSPECTION INTERVAL AND COVERAGE

- A.1.1 Pricing itemized in this agreement includes an annual, on-site preventative maintenance inspection visit at each of the (3) warning siren sites in the Village of Antioch.
- A.1.2 Pricing itemized in this agreement includes all applicable travel time associated with the on-site, preventative maintenance inspections.
- A.1.3 In addition to the on-site preventative maintenance inspection(s), Braniff Communications, Inc. shall provide field service repair in the event of equipment failure(s) discovered during regular monthly testing of the system or other system testing and/or monitoring procedures and shall respond to such service requests within 72 hours, weather permitting. These repairs, caused by normal wear and tear and necessary to maintain the preparedness of the warning system, include all applicable travel and on-site repair labor. Also included, are all required minor replacement parts such as switches, relays, belts, fuses, semiconductors, or any minor part with a published list price of \$50.00 or less. The loss of electrical service power at/to the warning siren site is not a covered repair.
- A.1.4 This Preventative Maintenance Service Agreement does not include the replacement of major warning siren components, including the repair labor associated with the replacement of these components, including but not limited to;
- A.1.4.1 RF Siren Controller including FM Receiver, Tone Decoder and Timer
 - A.1.4.2 Main Siren Horn Assembly
 - A.1.4.3 Siren Chopper Motor Assembly
 - A.1.4.4 Chopper Housing Assembly (T-1000/1003 & 2001 Series)
 - A.1.4.5 Siren Rotator Motor/Gear Reducer Main Assembly
 - A.1.4.6 Blower Motor/Pump/Housing Assembly (T1000/1003 Series)
 - A.1.4.7 Pole-Mounted Enclosures, including Motor Controls and Battery Storage
 - A.1.4.8 Treated Wooden Utility Pole / Galvanized Steel Pole.
- A.1.5 In the event of a non-covered repair, Braniff Communications, Inc. will submit a detailed labor and parts estimate of the repair cost in accordance to the rates itemized under items A.5 and A.6., and will delay such repair(s) until the Village of Antioch issues a repair purchase order. Such delay shall not interfere with the scheduled maintenance on the balance of the warning system.

A.2 WARNING SIREN SITE ACCESS

- A.2.1 The Village of Antioch shall be responsible to provide for, or facilitate, access by Braniff-owned vehicles including aerial bucket truck(s) and Service Van(s) at each warning siren site as required to perform the preventative maintenance inspection(s) or repairs.
- A.2.2 Site landscape restoration shall be incidental and is not provided for, nor included, in this agreement.

A.3 APPLICABLE MAINTENANCE INSPECTION SCHEDULE(S)

- A.3.1 Preventative maintenance inspections shall be performed in accordance with, as well as documented per, Braniff inspection schedule(s) #2001DC.

A.4 SIREN SYSTEM ACTIVATION CONTROL & STATUS MONITORING STATIONS

- A.4.1 Unless specified and listed on the Preventative Maintenance Service Agreement, any required or recommended equipment inspection and/or repair, including troubleshooting, training and re-alignment required at any applicable Municipal Police/Fire/EMA facility, and/or contracted dispatching agent's facility, should be referred to the equipment service provider under contract or shall be performed, by Braniff, in accordance to the rates itemized under items A.5 and A.6.

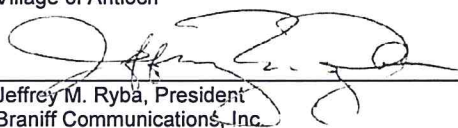
A.5 SERVICE LABOR RATES

- A.5.1 Warning siren site and/or activation control & monitoring station equipment repair, not covered under the Preventative Maintenance Service Agreement as listed under A.1 and A.4, shall be performed according to the labor rates listed herein.
- A.5.2 A Service Call or Travel Labor Charge of \$0.00 per hour shall apply to each hour of travel time and will be billed in ½ hour increments.
- A.5.3 Braniff Communications, Inc. shall supply, as required and requested by the, Village of Antioch a Field Service Technician / Service Van at a rate of \$115.00 per on-site hour billed in ½ hour increments.
- A.5.4 Braniff Communications, Inc. shall supply, as required and requested by the Village of Antioch, an Aerial Bucket Truck with Operator at a rate of \$130.00 per hour, portal to portal.
- A.5.5 Braniff Communications, Inc. shall supply, as required and requested by the Village of Antioch, an additional Field Service Technician at a rate of \$70.00 per hour, portal to portal.
- A.5.6 When and as applicable, Braniff Communications, Inc. shall conform to the regulations, requirements and rates set forth under the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

A.6 PARTS / MATERIAL DISCOUNT AND PROCUREMENT

- A.6.1 Any required replacement parts, including replacement batteries, shall be furnished by Braniff Communications, Inc. at a discounted rate of 15% off published list price.
- A.6.2 Any proprietary parts that may be required, other than those manufactured by, or utilized by, Federal Signal Corporation, may be available for sale to the end-user only. Under such circumstances, the Village of Antioch shall assist Braniff Communications, Inc. in securing any such applicable part(s) as required.
- A.6.3 In the event of part unavailability due to product obsolescence, Braniff Communications, Inc. shall diligently pursue the procurement of equivalent substitute, refurbished, or used part(s) to complete warning siren equipment repair(s). Under certain circumstances, equivalent substitute, refurbished, or used parts may not be available and replacement components or product shall be quoted.

Preventative Maintenance Service Agreement No. PMA-050109A, Addendum A
Village of Antioch



Jeffrey M. Ryba, President
Braniff Communications, Inc.
4/1/2014

Customer Agent / Representative
Village of Antioch