



# CITY OF AURORA

PURCHASING DIVISION OF FINANCE DEPARTMENT  
44 E. DOWNER PLACE, P.O. BOX 2067  
AURORA, ILLINOIS 60507-2067

PHONE (630) 256-3550  
FAX (630) 256-3559

## PURCHASE ORDER

# 286988

DATED: 09/26/2017

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KONE, INC  
1080 PARKVIEW BL  
LOMBARD, IL 60148

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CITY OF AURORA  
CENTRAL SERVICES  
BASEMENT  
44 E DOWNER PL  
AURORA, IL 60507

INVOICES NOT DIRECTED TO PURCHASING WILL DELAY PAYMENT

ORDER SUBJECT TO TERMS AND CONDITIONS

REQUISITION #	REQUISITION DATE	TERMS	DATE REQUIRED	IL TAX EXEMPTION #
0000140826	09/21/2017	NET	09/29/2017	E9996-0842-07
ACCOUNT #	CUSTOMER ACCT #	CONTRACT #	PROJECT #	FEIN
101-1710-417-3805				36-6005778

LINE #	QUANTITY	UOM	ITEM NUMBER AND DESCRIPTION	UNIT COST	EXTENDED COST
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1	19,994.00	EA	LABOR AND MATERIALS FOR THE REPAIRS TO ELEVATOR <i>LOCATED AT PNC BUILDING, 77 S. BROADWAY AVENUE ELEVATOR MODEL: KONE KCM RESOLVE20 SERIAL NUMBER: 9019580 ***** PER PROPOSAL DATED AUGUST 14, 2017 ***** CITY WILL REQUIRE CERTIFIED PAYROLL WITH INVOICE ***** SEND COPY OF PO TO ROBERT.OCHALLA@KONE.COM</i>	1.0000	19,994.00
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**TOTAL AMOUNT: \$19,994.00**

DIRECTOR OF PURCHASING

  
Jolene Coulter

THE CITY OF AURORA REQUIRES THAT ALL CITY PURCHASES BE PREAUTHORIZED BY THE ISSUANCE OF PURCHASE ORDERS. IF A VENDOR DELIVERS ANY MERCHANDISE WITHOUT VALID PURCHASE ORDER, NO LIABILITY EXISTS FOR THE CITY OF AURORA. OUR PURCHASE ORDER NUMBER SHOULD BE REFLECTED ON YOUR INVOICE.



August 14, 2017

CITY OF AURORA  
~~ONE SOUTH BROADWAY~~  
~~AURORA, IL 60505~~

Attn: Purchasing Division  
44 E. Downer Place  
Aurora, IL 60507

KONE Inc.  
1080 Parkview Blvd.  
Lombard, IL 60148  
Tel (630) 629-3100  
Fax (630) 629-4330  
www.kone.com  
Robert.ochalla@kone.com

Subject: **77 S. Broadway, Aurora. Passenger Elevator Water Damage Repair Work**

KONE Inc. (KONE) is pleased to offer you (Purchaser) this proposal and contract for the repair service described below.

The price stated in this letter is valid for a period of thirty (30) days from the date of the letter.

**1. Equipment**

Passenger Elevator

**2. Description of Work.** KONE will provide labor and materials to perform the following services:

KONE will provide a crew to perform repairs due to water damage on the above referenced elevators. As part of our initial survey we have identified the following repairs to be made:

**Elevator Model: KONE KCM ReSolve 20**

**Serial Number: 9019580**

- Furnish and install 350' of ½ steel core governor rope
- Governor Tail Sheave assembly
- Refurbish and Repair Instantaneous Safety Device
- Elevator Car roller guides on bottom side, Complete Assembly
- Counterweight roller guides on bottom side, Complete Assembly
- Car Buffers to have rust removed and painted
- Counterweight Buffer to have rust removed and painted
- Check and adjust Terminal Switches and/or load weighing switches.
- Limit Switches tested and repaired
- Inspect and test under car junction box- **to be covered under service agreement**
- Scrape down pit equipment and re-paint

The work will be completed by a team made of two (2) mechanics. This work will be complete during straight time.

3. Price.

The total price to perform the services described above is \$19,994.00 (NINETEEN THOUSAND NINE HUNDRED NINETY FOUR & 00/100)

In the event additional work is required in excess of the above noted/identified items KONE will provide a proposal and supporting documentation for the necessary work.

4. Payment Terms.

~~1<sup>st</sup> Payment~~

~~The above quoted price is based on a fifty percent (50%) 1<sup>st</sup> Payment, due before commencement of proposed labor and material. Work shall not commence until applicable 1<sup>st</sup> Payment is received.~~

*ADC*

KONE will invoice Purchaser ~~for the remaining 50%~~ promptly after KONE completes the services described in this letter, *due 45 days upon receipt and approval of invoice.*

5. General Terms and Conditions. This letter and the General Terms and Conditions <sup>As modified</sup> ~~below~~ form the contract between Purchaser and KONE. This contract is effective on the earlier of (a) the date KONE's authorized representative signs below; or (b) the date KONE begins the services described in this letter. This contract expires automatically when KONE completes its services.

Kind Regards,



Robert Ochalla  
Sales Executive

Accepted for KONE INC.

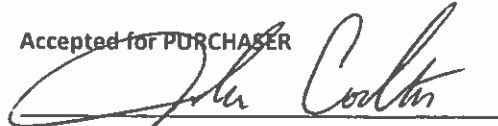


Signature

Printed Name

Title

Accepted for PURCHASER



Signature

*Jolene Coulter*

Printed Name

*Interim Director of Purchasing*

Title

*September 26, 2017*

Date of Acceptance (Effective Date)

**GENERAL TERMS AND CONDITIONS**

**Hours of Service.** Unless expressly provided otherwise in the Agreement, all services will be performed during the regular working hours of the regular working days of the

elevator or escalator trade in the location in which the services are performed.

**Cancellation.** Any cancellation or other termination of KONE's services under this contract constitutes a material breach. In such case, Purchaser will pay as a cancellation fee an amount equal the following percentages of the total price or not-to-exceed price: (i) 30% after the date KONE approves the contract; (ii) 80% after the date KONE orders materials; and (iii) 100% after the date KONE starts work.

**Warranty.** KONE warrants the materials and workmanship of the parts delivered under this contract for a period of ninety (90) days from the date services are complete. KONE will in its sole discretion repair or replace any defective part(s) at its material cost. This warranty excludes the price of the labor associated with the repair or replacement of parts, which is the responsibility of Purchaser. KONE is not liable for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work performed by third parties, or any other cause beyond KONE's control or without its fault. This provision provides an express warranty for parts provided under this contract. All parts covered by the warranty in this contract must be provided by KONE. KONE's warranty becomes null and void when a part is supplied by a third party. Purchaser waives all claims against KONE arising from or related to a part supplied by a third party. Except for this express warranty, KONE disclaims all other warranties of any kind, whether express, implied, statutory or otherwise, to the extent that such other warranties may be disclaimed under applicable law. Purchaser's sole remedy and KONE's sole liability for breach of warranty is repair of existing parts or delivery of conforming parts.

*45 days*  
**Payment Terms.** Payment is due net ~~thirty (30)~~ *45 days* from the date of the invoice. A charge of the greater of: (i) ~~1%~~ *1.5%*; or (ii) the maximum rate permitted by applicable law will be applied to the unpaid balance. ~~Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.~~ If this contract states a total price or a not-to-exceed price to be made in more than one payment, KONE is not obliged to start work until it receives Purchaser's initial payment. If Purchaser fails to make timely payment, any indemnity provided by KONE under this contract is null and void as to any damages that arise during the period of non-payment. Purchaser waives all claims against KONE arising from or related to suspension of services pursuant to this provision.

**Risk of Loss.** KONE will deliver all parts FOB Purchaser's premises and title to such parts will pass to and vest in Purchaser upon full payment of the total price. If Purchaser pays for any parts in full in advance, title to such parts will pass upon receipt of full payment in advance.

**Indemnity.** Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of this contract.

**Waiver of Consequential Damages and Claims.** In no event will either party be liable to the other party for indirect,

incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of this contract, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered indirect, incidental, consequential, special, exemplary, or punitive damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law. Any waiver of claims, damages, or other rights, whether such rights arise under this contract or by law or in equity, purported to be made by KONE in this contract is null and void and will not be considered in interpreting this contract.

**Insurance.** Purchaser will name KONE as an additional insured on its insurance policy.

**Limitation of Liability.** KONE's total liability for any direct or indirect damages arising under this contract will not exceed the total amount paid by Purchaser to KONE under this contract.

**U.S. Government Sales.** If the product(s) or service(s) provided under this contract are for end use by a federal, state, or local government customer, KONE makes no representations, certifications, or warranties whatsoever with respect to the ability of its product(s), service(s), or price(s) to satisfy any applicable federal, state, or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

**Force Majeure.** A party is not liable for failure to perform its obligations under this contract if such failure is beyond its control and without its fault and results from Acts of God (including without limitation fire, flood, earthquake, storm, hurricane, or other natural disaster), labor disputes, strikes, lockouts, or other force majeure events. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

**Intellectual Property Rights.** KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform this contract, including without limitation shop drawings, technical documentation, and user manuals. KONE or its licensors retain all rights, title, and interest, including all intellectual property rights, in and to any software provided with equipment manufactured by KONE. Purchaser will not use such software except in connection with the use and operation of this equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

**KONE Property.** KONE will provide Purchaser with any of its information or materials that it provides to its customers generally in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform this contract remains its sole property. If this contract terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such any tools, devices, or other equipment at KONE's expense.

**Miscellaneous.** This contract is governed by the laws of the State of Illinois without regard to or application of its rules on the conflict of laws. The parties expressly exclude the application to this contract of the United Nations Convention on the International Sale of Goods. This contract supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The parties agree that any purchase order, work order, agreement, or other terms or conditions provided by Purchaser to KONE concurrent with either party signing this contract or after the effective date of this contract are null and void and will not be considered in interpreting the contract unless such terms and conditions are set forth in a writing signed by KONE and Purchaser. No amendment, modification, cancellation, or alteration of this contract is effective unless made in a writing signed by the parties' authorized representatives. The contract may be executed in multiple counterparts, each of which is an original and all of

which taken together constitutes one and the same agreement. ~~This contract may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing.~~ Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of this contract. In the event any part of this contract is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by this contract does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of this contract that by their sense and context are intended to survive expiration or termination of this contract will so survive, including without limitation the making of all payments hereunder.

