

**AMENDMENT
TO MASTER AGREEMENT BETWEEN THE CITY/COUNTY OF DENVER AND
KONE, INC. FOR SERVICES TO THE VILLAGE OF OAK PARK**

Whereas, the US Communities Government Purchasing Alliance has selected Kone, Inc. ("Kone") as the preferred bidder for various elevator services for its member communities; and

Whereas, the Village of Oak Park is a registered participant in the US Communities Government Purchasing Alliance;

Whereas, the terms of service negotiated through the US Communities Government Purchasing Alliance are set forth in an agreement between Kone and the City and County of Denver ("the Master Agreement"); and

Whereas, the Village of Oak Park and Kone desire to modify the terms of the Master Agreement to reflect the terms and conditions as set forth below.

NOW THEREFORE, the Parties agree to amend the Master Agreement as follows:

1. Parties

The Parties to this Agreement are the Village of Oak Park, 123 Madison St., Oak Park, IL 60302, an Illinois home rule municipality; and Kone, Inc., 1080 Parkview Boulevard, Lombard, IL 60148 ("Kone"). All references in the Master Agreement to the "City and County of Denver" shall be replaced with the "Village of Oak Park." All references to the "City" shall be replaced with the "Village", and references to the "City Council" shall be replaced with "Board of Trustees."

2. Term

This Agreement will be in effect on the date it is executed by the Village Manager following authority to do so by the Village of Oak Park Board of Trustees. The effective date shall be that date indicated on the signature page. This Agreement shall continue in effect for a three year term following the effective date. There shall be no automatic renewal of the Agreement.

3. Services

Kone will provide those services identified in the Master Agreement, provided however, that Kone will also provide KRMS-Elevator Phone Monitoring at no additional charge.

In addition to the services identified in the Master Agreement, Kone agrees to provide emergency repair services not specified in the Master Agreement if called upon by the Village to do so. Any such services shall be billed at the discounted hourly rates contained in Attachment B. Should the Village request that Kone perform emergency services outside the scope of the services identified in the Master Agreement, Kone shall submit an invoice to the Village showing the nature of the work performed and the hours worked, and will bill the services at the discounted rate. Kone shall be entitled to bill the Village at least one hour for any emergency service, provided that all services performed after the first hour shall be billed in 15 minute increments.

4. Monthly Service Charge.

The Village shall pay Kone a flat monthly rate of one thousand, three hundred and fifty dollars (\$1,350) as quoted on Attachment A. The Village shall also pay Kone on a monthly basis for emergency repair services at discounted rates provided in the US Communities Government Purchasing Alliance rate sheet attached hereto as Exhibit B. The Village shall pay all undisputed portions of invoices in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et. seq.*

5. Prevailing Wage

The work to be performed in this Agreement is subject to the Illinois Prevailing Wage Act and shall be performed at or in excess of the Prevailing Rate of Wages in Cook County, IL as established in an annual Prevailing Wage Ordinance adopted by the Village of Oak Park.

6. Final Payment and Withholding

The Village shall make final payment of the amount of any invoice when Kone has fully performed the work and the work has been approved by the Village. The Village's approval of the work and issuance of final payment shall not constitute a waiver of, or release Kone from responsibility to repair any defects in the work. The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to contractual requirements; damage for which Kone is liable; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of Kone to perform any of its obligations under the Master Agreement or this Amendment. Without waiving and in addition to its right to any other remedies, the Village may apply any money withheld or due Kone hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to Kone.

7. Mechanics Liens Prohibited

As a matter of Illinois law, Kone will have no right to a mechanics lien against public funds or property for the materials or services. Any such lien will be deemed void and Kone shall indemnify the Village for any costs of enforcing and removing any such lien, including but not limited to attorneys' fees.

8. Subcontracting

Paragraphs 7 (c) and (d) of the Master Agreement are deleted. There shall be no subcontracting of the services.

9. Guaranty

Kone warrants and guarantees that the Services to be performed under this Agreement, and all workmanship, materials, equipment, and supplies performed, furnished, used or installed under this Agreement shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Agreement; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement. Kone further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Agreement shall be fulfilled.

At no expense to the Village, Kone shall correct any defective services or parts or other failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be the sole and exclusive remedy of the Village, and is additional to any other guaranty or warranty expressed or implied.

10. Non Exclusive Agreement

This Agreement is exclusive only with regard to the service locations specified on Attachment A. The Village reserves the right to utilize other contractors to perform similar services at other locations.

11. Governing Law and Venue

Paragraph 34 of the Master Agreement is stricken. This contract shall be interpreted in accordance with the laws of the State of Illinois. References in the Master Agreement to the State of Colorado, or the laws of the State of Colorado shall be replaced with the State of Illinois and to the most comparable Illinois Statute. References to the Charter and code of ordinances of the City and County of Denver shall be replaced by references to the Oak Park Village Code.

Venue for all actions to enforce this Agreement shall be in the Circuit Court of Cook County, Illinois.

12. Immunity

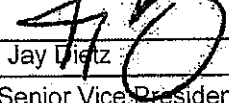
Paragraph 20 of the Master Agreement is deleted as inapplicable.

13. Master Agreement

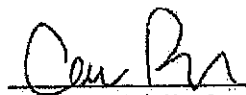
All other terms of the Master Agreement not amended by this Agreement are incorporated herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

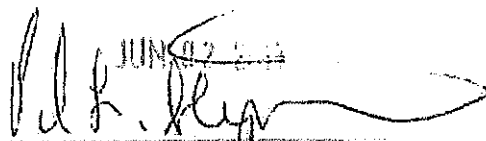
KONE, INC.

By  07/07/2014
Name: Jay Dietz
Title: Senior Vice President North Region
KONE Contract# 401313204

VILLAGE OF OAK PARK

By 
Name: Cara Pavlicek
Title: Village Manager
Dated: 6/3/14

REVIEWED AND APPROVED
AS TO FORM


JUN 12 2014
LAW DEPARTMENT

ORIGINAL

RESOLUTION

**A RESOLUTION AUTHORIZING THE EXECUTION OF A THREE YEAR AGREEMENT WITH
KONE, INC. FOR ELEVATOR REPAIR AND MAINTENANCE SERVICES.**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Amendment to the Master Agreement Between The City/County Of Denver and Kone, Inc. for Elevator Repair and Maintenance Services for the Village of Oak Park is approved and the Village Manager is authorized to execute the Agreement in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 2nd day of June, 2014 pursuant to a roll call vote as follows:

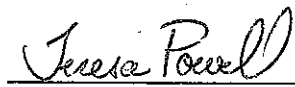
Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Barber	✓			
Trustee Brewer	✓			
Trustee Lueck	✓			
Trustee Ott	✓			
Trustee Salzman	✓			
Trustee Tucker	✓			

APPROVED this 2nd day of June, 2014.



Anan Abu-Taleb, Village President

ATTEST:



Teresa Powell, Village Clerk