



Elevators Escalators

8/25/2016

Village of Oak Park
Village Hall
123 Madison Street
Oak Park, Illinois 60302

KONE Inc.
KONE Chicago Branch
311 S Wacker Ste 2550
Tel (312) 427-4990
Fax (312) 427-4991
www.kone.com
trace.welch@kone.com

Subject: Proposal/Contract for Pit Ladder Installation and Door Restrictor Installation

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**

1 passenger elevator

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

Pit Ladder

We will install a noncombustible pit ladder on the passenger elevator in a location accessible from the entrance so that it will not interfere with the operating equipment. The existing pit stop switch and existing pit light switch will be relocated. The ladder will extend not less than 48 inches above the sill of the access door. Ladder will meet all current code requirements.

Door Restrictor

We will furnish and install 2 Hatch Latch door restrictor devices, one on the front opening door and one on the rear opening door. The control box will be mounted on the elevator car top. The control box is equipped with two photo eyes and a solenoid. The first photo eye detects reflective tape that demarks the Door Zone. The second photo eye looks for motion of the car door by watching a strip of reflective tape on a door panel or the operator drive wheel. The door restrictor operates a solenoid to prevent the doors from opening when the elevator is outside the landing zone. The solenoid assembly will be mounted in the car door header. We will mount a steel "L" bracket to the moveable door or hanger such that, with the locking pin extended the doors will not open more than 4 inches before striking the locking pin. The Hatch Latch will require both photo eyes to be active to cause the locking pin to lift and allow the blocking bracket to pass. The door restrictor will comply with current applicable codes.

Cab Interior Upgrades

We will provide full cab interior upgrades for the elevator at Village Hall.

- a. If carpeting installation in the elevator is desired please add **\$4,427.00** to the total price (Please check preference below)

Yes ☒ No ☐

- b. If we are to fabricate and install a new 6 section LED downlight ceiling faced with S.S.#4, equipped with car top dimmer switch and a battery power pack to provide emergency lighting please add **\$9,046** to the total price. (Please check preference below)

Yes ☐ No ☒

3. **Price.** The total price to perform the services described above is **\$38,195.00**, plus applicable taxes and is based on a 50% down payment. No work will commence until 50% down payment is received.
4. **Payment Terms.** KONE will invoice Purchaser the down payment amount promptly after Purchaser executes this letter or after KONE starts the services described in this letter. KONE will invoice the purchaser for the balance of the total price promptly after completing the services.
5. **General Terms and Conditions.** This letter and the General Terms and Conditions 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.

Best Regards,

Trace Welch
Account Manager

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of Village of Oak Park

Respectfully submitted by,
KONE Inc.

(Signature)

Trace Welch, Sales Representative

(Print Name)

(Approved By) Authorized Representative

(Print Title)

Title

Date: ____ / ____ / ____

Date: ____ / ____ / ____

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Any asbestos removal necessitated by work described in this Proposal will be the Purchaser's responsibility. Purchaser shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the 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.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.