CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	December 22, 2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-163	
AGENDA TITLE	To approve elevator repairs for City Hall	
REQUESTING DEPARTMENT	Engineering Department	
PRESENTER	Thomas Osborn, Superintendent of Engineering	
FISCAL INFORMATION	Cost as recommended:	$27,110.00
	Budget Line Item:	520-5-350-520
	Balance Available	
	New Appropriation Required:	[x] Yes [ ] No
PURPOSE	Approve repairs to city hall elevator	
BACKGROUND	Over the past several months the elevator in city hall has been erratic. Due to the erratic nature, troubleshooting the issues was near impossible. Earlier this month the elevator technicians were able to witness the issue and found that one of the valves in the hydraulic system is going bad. Kone Inc. put together what was needed to fix the issue and requested costs from the manufacturer of the needed equipment as well as a time line. As the elevator is the only way for ADA access to the third floor, city staff requested a rush on the equipment and it should be shipped on Friday the 18th. Once the equipment is received, Kone Inc. will schedule the repair to be complete as quickly as possible. As per the agreement a check for 50% of the repair has been sent to Kone Inc.	
SPECIAL NOTES		

ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends ratifying the payment to repair the city hall elevator.
REFERENCE DOCUMENTS ATTACHED	KONE INC Quote.pdf

RESOLUTION NO. R-15-163

A RESOLUTION TO RATIFY AN AGREEMENT WITH KONE INC. FOR REPAIR OF THE CITY HALL ELEVATOR.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas to ratify an agreement with Kone Inc. in the amount of $27,110.00 for pump unit replacement and repair of the City Hall elevator.

ADOPTED THIS 22TH DAY OF DECEMBER 2015.

_____
Christopher V. Williams, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

Elevators Escalators

12/11/2015

City of Coffeyville
PO Box 1629
Coffeyville, KS 67337

ATTN: Thomas Osborne

KONE Inc.
Wichita, KS
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Wichita, KS 67226
Tel 316/942-1201
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www.kone.com
sean.stuchlik@kone.com

Re: Coffeyville Courthouse Pump Unit Replacement

Description of Work

We propose to furnish and install the labor, materials, tools and supervision to perform the following work on a passenger elevator located at the Coffeyville Courthouse.

Provide and install a new hydraulic power unit to include a new submersible hydraulic pump and pump motor, an integral 4-coil control valve, muffler and oil tank. The proposal includes the related components, new hydraulic fluid, and disposal of the old equipment.

Note: The price includes the new solid state starter and enclosure.

Price

Our total price to perform the above-mentioned work amounts to: $27,110.00 (Twenty Seven Thousand, One Hundred Ten Dollars), plus applicable taxes.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

During the course of our work, should deficiencies, code violations, or other issues be discovered, we will promptly notify Purchaser and provide a separate quotation to correct these issues.

1ST Payment

The above quoted price is based on a fifty percent (50%) 1ST payment, due before commencement of proposed labor and material. Work shall not commence until applicable 1st payment is received. The attached invoice will serve as a receipt for the 1st Payment provided.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of the City of Coffeyville.

(Signature)

Respectfully submitted by,
KONE Inc.

Sean Stuchlik, Branch Manager

Kendal Francis

(Print Name)

SEAN STUCZNIK

(Approved By) Authorized Representative

City Manager - City of Coffeyville

(Print Title)

BRANCH MGR.

Title

Date: 12 / 11 / 15

Date: 12 / 14 / 15

TERMS AND CONDITIONS

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

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.

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.