

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$49,569.00 within the 2010 General Fund to cover the emergency repair of the Independence Courthouse Annex elevator.

RESOLUTION #17170, February 8, 2010

INTRODUCED BY Bob Spence, County Legislator

WHEREAS, pursuant to section 1030.3 of the Jackson County Code, 1984, the County Executive has declared an emergency to authorize the repair of the Independence Courthouse Annex elevator; and,

WHEREAS, the Public Works Department has obtained a quote from Kone, Inc., of Kansas City, MO, the current term and supply contractor for elevator maintenance, to do the emergency repair; and,

WHEREAS, in order to fund this repair, a transfer is necessary; and,

WHEREAS, the use of the contingency fund is appropriate for this transfer due the unforeseen nature of the emergency; and,

WHEREAS, the County Executive recommends said transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund 3% State Mandated Contingency 001-8003	56830 - Contingency	\$49,569	
Facilities Management Independence 001-1205	58020 - Buildings & Improvements		\$49,569

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Deputy/Assistant County Counselor


Acting County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17170 of February 8, 2010, was duly passed on February 8, 2010 by the Jackson County Legislature. The votes thereon were as follows:


Yeas 8

Nays 0

Abstaining 0

Absent 1

2.9.10
Date


Mary Jo Spino, Clerk of Legislature


Funds sufficient for this transfer are available from the source indicated below.

ACCOUNT NUMBER: 001 8003 56830

ACCOUNT TITLE: General Fund
3% State Mandated Contingency
Contingency

NOT TO EXCEED: \$49,569.00

February 8, 2010
Date


Director of Finance and Purchasing

KONE Inc. Repair Proposal

December 7, 2009

Independence Courthouse Annex
308 W. Kansas Ave
Independence, MO 64050

KONE Inc.
2700 BiState Drive, Suite 100
Kansas City, MO 64108
Tel 816-531-2140
Fax 816-531-5523
www.kone.com
Erin.Beaton@kone.com

Attn: Gary Hayes

RE: Cylinder Replacement Hydraulic Passenger Elevator

We propose to furnish the labor, materials, tools and supervision to perform the following work on the hydraulic passenger elevator located at the Independence Courthouse, 308 W. Kansas Ave, Independence, MO, 64050.

Hydraulic Cylinder Replacement

We will remove the existing hydraulic cylinder and furnish and install a new hydraulic cylinder.

First, we will secure the elevator cab to the top of the hoist way. We will then drain the hydraulic oil from the system, **properly dispose of all unused oil** and remove the complete hydraulic cylinder assembly. After removal of the complete hydraulic cylinder assembly, we will verify the plumbness of the existing hole. KONE will install the cylinder with a custom fabricated Ez Sleeve that slides over the jack shaft. This self-contained, continuous liner prevents leakage of oil or other contaminants. It is a chemically resistant polymer that will not corrode. The Ez Sleeve will not peel, delaminate, or react to thermal fluctuations. There are no dangerous solvents or harsh epoxy fumes and the Ez Sleeve is light weight and compact.

Once the Ez Sleeve enclosed casing is installed the new hydraulic cylinder will be installed. The hydraulic cylinder is made of heavy seamless steel and fitted with a steel end cap. The end cap is a dished seamless construction and is equipped with a safety bulkhead.

Upon installation of the hydraulic cylinder, the new hydraulic plunger will be inserted. We will then fill the hydraulic system with new hydraulic oil and attach the cab to the hydraulic plunger. A full load safety test will be performed to ensure the proper operation of the elevator system.

We can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the hydraulic cylinder assembly is based on encountering soil free of rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered we will proceed on this portion of the repair on a time and material basis, billing you at our normal rates. We warranty the complete job, labor, and material, for one (1) year after completion.

Our price to perform the above described work amounts to \$49,069.00 (Forty Nine Thousand Six Nine Dollars and 00/100).

Pricing is subject to KONE's Terms and Conditions for tendered repairs and is valid until 30 days after the above stated proposal date. **If 100% is paid up front, a 2% discount will be applied to the total sales price.**

Our price includes applicable labor, material, permit **and inspection** fees. 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.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of the Independence Courthouse Annex.

**Respectfully submitted by,
KONE Inc.**

(Signature)

Erin Beaton, 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:

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.

Unless otherwise agreed it is understood 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.

Purchaser agrees to pay, as an addition to the price herein quoted, the amount of any tax based upon the transfer, use, ownership or possession of the equipment, imposed by any law enacted after the date of this proposal or imposed upon Purchaser by any existing law.

Purchaser agrees to pay, thirty (30%) percent of the Agreement amount including any accepted options and/or alternates upon acceptance of this proposal.

KONE reserves the right to discontinue our work at any time 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 by KONE within thirty (30) days of 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 delinquent payments. In the event of default of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court cost 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.

The completion of work or delivery of material specified in this Agreement is subject to delays caused directly or indirectly by embargoes, strikes, lockout, common carriers, accidents or by any other similar or dissimilar cause beyond KONE's control, for which KONE is to be held harmless.

Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working dangerous, KONE reserves the right to discontinue work until such dangerous conditions are corrected.

Should damage occur to KONE's material or work on the premises, where work is to be or is being performed, by fire, theft, or otherwise, the Purchaser is to compensate KONE therefor. Purchaser shall at all times and at Purchaser's own cost, maintain comprehensive bodily injury and property damage insurance (naming KONE Inc. as an additional insured), including bodily injury and property damage caused by the ownership, use or operation of the equipment described herein.

It is expressly understood, in consideration of KONE's performance of the service enumerated at the price stated, that the Purchaser assumes all liability for injury, including death, to any person or persons and for damage to property or loss of use thereof, on account of relating to or resulting from the performance of the work to be done hereunder, and agrees 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.

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.

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

January 20, 2010

Jackson County Courthouse Annex
308 W. Kansas Ave
Independence, MO 64050

KONE Inc.
2700 BiState Drive
Suite 100
Kansas City, MO 64108
Tel 816-531-2140
Fax 816-531-5523
www.kone.com
Erin.Beaton@kone.com

ATTN: Craig Mosher

RE: OT Premium Portion Labor Cylinder Replacement

Description of Work

We propose to furnish and install the labor, materials, tools and supervision to perform the following work on the hydraulic passenger elevator located at the Jackson County Courthouse Annex:

Due to building constraints, excessive noise level, and the scope of work that needs to take place in order to properly replace the cylinder on the hydraulic passenger elevator; KONE Elevator strongly suggests performing 90 hours of labor on overtime between the hours of 5pm and 5am. The excessive noise will most likely disturb the courtrooms due to the welding that needs to be performed, the vacuum suck truck that needs to be dragged into the building and hoisted down the stairwell, and several other construction related items that need to take place that will disturb the peace of the court.

KONE Elevator will also work 12 hour work days instead of 8 hour work days in order to speed up the repair process and reduce the downtime of the unit. KONE estimates that if we begin the work on a Thursday, it will roughly take us nine days to complete the work with a 12 hour work day, resulting in testing and turnover the following Monday after a week long duration. (In other words, KONE would work Thursday, Friday, Saturday, Sunday, the entire next week, and turn the unit over on the following Monday). This would roughly take your scheduled downtime of the elevator if performed on straight time from three weeks to nine days. In addition, by doing the majority of the work on overtime, KONE will be able to perform work such as hanging the car and testing during regular working hours and not cause much distraction or noise. If for some reason, KONE Elevator runs over the estimated nine days of overtime, Jackson County Courthouse may be charged for additional overtime; however, KONE Elevator would notify you ahead of time, and work out mutually agreeable terms

Price

Our total price to perform the above-mentioned work amounts to: \$10,500.00 (Ten Thousand Five Hundred Dollars).

Our price includes applicable labor, material and permit fees. Pricing is subject to KONE's Terms and Conditions for tendered repairs and is valid until 30 days after the above stated proposal date.

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. KONE will provide a 90-day labor / material warranty on the work provided within this proposal.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of the Jackson County Courthouse Annex:

**Respectfully submitted by,
KONE Inc.**

(Signature)

Erin Beaton, Sales Representative

(Print Name)

(Approved By) Authorized Representative

(Print Title)

Title

Date: ____ / ____ / ____

Date: ____ / ____ / ____

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Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working dangerous, KONE reserves the right to discontinue work until such dangerous conditions are corrected.

Should damage occur to KONE's material or work on the premises, where work is to be or is being performed, by fire, theft, or otherwise, the Purchaser is to compensate KONE therefor. Purchaser shall at all times and at Purchaser's own cost, maintain comprehensive bodily injury and property damage insurance (naming KONE Inc. as an additional insured), including bodily injury and property damage caused by the ownership, use or operation of the equipment described herein.

It is expressly understood, in consideration of KONE's performance of the service enumerated at the price stated, that the Purchaser assumes all liability for injury, including death, to any person or persons and for damage to property or loss of use thereof, on account of relating to or resulting from the performance of the work to be done hereunder, and agrees 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.

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.

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