

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1635478
Vendor Name: Kawamoto Inc
Invoice Number: 9068
Invoice Date: 07/26/21
PO Number: P0000228
Check Number: E0085909
Check Amount: \$ 602.00
Check Date: 08/11/2021
Department ID: 00709
Reviewer Name: Kathy Striplin
Voucher Number: V0693480
Redaction Type: None
Document Type: AP Invoice

Document Below

Kawamoto Inc

P.O. Box 5669

Vernon Hills, IL 60061

Ph 847.675.8227

info@kawamotoinc.net

Invoice

Date	Invoice #
7/26/2021	9068

Bill To
College of Dupage District 502 425 Fawell Blvd. Glen Ellyn, IL 60137

Ship To
College of Dupage MAC Theater 425 Fawell Blvd. Glen Ellyn, IL 60137 Attn: Deon King

Completed	PO Number
7/26/2021	P0000228

Terms	Proposal
Net 60	10157

Item	Qty	Description	Amount
Parts Service	1	Mechoshade Whisper IQ2 motor for Electro1; Install and program new motor for box office window shade;	352.00T 250.00
<div>INVOICE REVIEWED OKAY TO PAY KATHY STRIPLIN 08/05/21 APPROVED 08/09/21 - DIRK HEID</div>			

Please remit to:Kawamoto Inc.
PO Box 5669
Vernon Hills, IL 60061

Sales Tax (0.0%) \$0.00

Total \$602.00

From: Rick Kawamoto <rick@kawamotoinc.net>
Sent: Thu Aug 05 06:29:03 CDT 2021
To: invoicing@cod.edu
CC: kingd680@cod.edu
Subject: [External] Vendor: Kawamoto Inc./Invoice #9068 Attached

CAUTION: This email originated from outside of COD's system. Do not click links, open attachments, or respond with sensitive information unless you recognize the sender and know the content is safe.

Please process the attached invoice #9068 per PO #0000228 for payment.

Feel free to contact us with any questions or concerns at (847) 675-8227.

Regards,
Rick Kawamoto
Kawamoto Inc.

[attachment: Invoice_9068.pdf]
[attachment: 0391_001(1).pdf]



**SERVICE AGREEMENT ~ UNDER \$5000
BETWEEN COLLEGE OF DUPAGE AND Kawamoto Inc.**

This AGREEMENT ("Agreement") is entered into on 7/7/2021 by and between **College of DuPage, Community College District No. 502, Counties of DuPage, Cook and Will, and State of Illinois ("College")** having its main address at 425 Fawell Blvd., Glen Ellyn IL 60137 and **Kawamoto Inc. ("Contractor")** having an address at PO Box 5669 Vernon Hills, Illinois 60061.

The College and Contractor desire to enter into this Agreement, by which Contractor shall perform certain services in connection with the project, as described below. In consideration of the performance of services by Contractor and the payment for those services by the College, the parties agree as follows:

1. Scope of Services and Performance

As directed by the College, Contractor will provide the installation/reprogramming for a new motor for the motorized Mecho Shade at the MAC Box Office for the College in connection with this Agreement. Contractor will perform the services with the highest professional standards as practiced in a timely manner and in accordance with any project schedule described in the scope of services. The parties agree that time is of the essence with respect to Contractor's performance.

Contractor must promptly notify the College immediately in writing: (i) of any information required from the College so Contractor can complete their services in a timely manner and (ii) of any work requested by the College that is not included in the scope of services provided in this section.

Contractor will perform the services in accordance with all applicable laws, rules, regulations and applicable grants or contracts, including equal employment opportunity and import and export control laws and regulations. All documents, drawings, surveys, and reports (including those in electronic form) prepared by Contractor pursuant to this Agreement are the property of the College. The College will have the right to utilize such documents, drawings, surveys, and reports in the event the College expands the services, corrects any deficiencies, or makes any repairs or renovations to the services.

2. Payment

The College will pay Contractor for services properly performed under this Agreement the amounts set forth as the fees. The fees specified in the costs or itemized time and material rates along with any expenses represent the College's total financial commitment to Contractor for all services and deliverables, applicable taxes, and other obligations under this Agreement. The College is not subject to any sales or use taxes and such taxes will not be included in the fees charged by Contractor. The amount due to Contractor under this Agreement may not exceed \$602.00 without the College's prior written approval.

Contractor will provide invoices in a format acceptable to the College for services rendered directly to the College. Undisputed invoices will be paid within sixty (60) days of receipt of properly submitted invoices, in accordance with the Local Government Prompt Payment Act. In the event of termination by the College as hereinafter provided, Contractor will be paid for services properly rendered prior to termination as provided below. Reimbursement by the College of expenses and expendables incurred by Contractor will be limited to the fees defined in this section.

3. Term

The term of this Agreement is from 7/7/2021 to 8/7/2021 unless otherwise terminated in accordance with this Agreement. Services may not begin nor payment authorized prior to execution of this Agreement by an authorized signatory of the College of DuPage.

4. Indemnification

To the fullest extent allowed by law, Contractor will indemnify and hold the College, its trustees, officers, agents, employees and any other parties designated by the College (hereinafter collectively called the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the acts or omissions by Contractor of its duties and obligations under or pursuant to this Agreement.

5. Insurance

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish the College of DuPage with a Certificate of Insurance, with College of DuPage, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Workers' Compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

Combined Single Limit Per Occurrence/Aggregate

Commercial General Liability including:

1. Premises – Operations
2. Explosion, Underground and Collapse Hazard
3. Products/Completed Operations
4. Contractual Insurance
5. Broad Form Property Damage
6. Independent Contractors
7. Bodily Injury

\$1,000,000 / \$2,000,000

Automobile Liability

Owned, Non-owned, or Rented

\$1,000,000 / \$2,000,000

Workers' Compensation and Employers' Liability

As Required by Applicable Laws.

Professional Liability

If Performance Specifications are
Required by the Contract

6. Termination

The College may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. In the event this Agreement is terminated pursuant to this paragraph, Contractor will be compensated for services properly rendered through the date of termination, as can be documented to the reasonable satisfaction of the College. The College will have no liability to the Contractor beyond the date of termination. Further, if the Agreement is terminated for cause, the College will be entitled to all direct, indirect, and consequential damages arising from the breach of Agreement prompting the termination.

7. Compliance with Laws

Contractor shall observe and comply with all State of Illinois, local, and federal laws, and the rules of any governing body having jurisdiction over the premises and/or its use, including but not limited to the College of DuPage.

- a. Human Rights Act: To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*
- b. Drug Free Workplace: To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act, 30 ILCS 580.1 *et seq.*
- c. Sexual Harassment Policy: Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105.
- d. Equal Employment Opportunity: Contractor agrees to comply fully with the Federal Equal Employment Opportunities Act, including 29 C.F.R./Part 1609 "Guidelines on Harassment," the Illinois Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder and all amendments made thereto, Title VII of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973, and any additions or amendments, and Contractor represents certifies and agrees that it has implemented a sexual harassment policy pursuant to 775 ILCS 5/2-105 and that no person shall be denied or refused service or other full or equal use of Contractor services, or denied employment opportunities by Contractor on the basis of race, creed, color, religion, sex, national origin or ancestry, age disability unrelated to ability, marital status, or unfavorable discharge from military service.
- e. Fair Employment Practice: Contractor represents it is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.
- f. Prevailing Wage Act: To the extent required by law, Contractor may not pay less than the prevailing wage as established pursuant to an Act regulating the wages of laborers, mechanics, and other workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.*
- g. Non-debarment: Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 *et seq.*

8. Entire Agreement

This Agreement represents the entire agreement between Contractor and the College and supersedes all prior negotiations or agreements, written or oral. This Agreement may only be amended by written instrument executed by the College and Contractor. In the event of a conflict between this Agreement and a proposal from Contractor or any exhibits hereto, this Agreement shall control.

9. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law provisions. Venue for any disputes arising under or in connection with this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit of the State of Illinois, or in the

10. No Assignment by Contractor

Contractor may not, by operation of law, merger, or otherwise, assign any of its rights, agreements, or obligations under this Agreement without the prior written consent of the College. Any purported assignment by Contractor without the prior written consent of the College shall be null and void and shall not bind the College. Subject to the preceding sentence, all of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement shall be binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors and assigns.

11. Severability and Non-Waiver

If any provision of this Agreement is found to be unenforceable, the other provisions of this Agreement shall not be affected but shall remain in full force and effect. No waiver by either party of any breach or default by the other party shall be construed to be a waiver of any other breach or default by such other party.

12. Conflicts of Interest

Contractor represents that it, to the best of its knowledge, has no relationship or ownership interest and will not acquire any interest, direct or indirect, in any enterprise, which would conflict in any manner or degree with the performance of the services under this Agreement. Contractor further represents that it has no known and undisclosed familial relationship (as currently defined under applicable College policies) with any College of DuPage Administrator, Employee, Trustee, Committee member, or College of DuPage Foundation Board Member.

Signature Page Follows

Signature Page

This Agreement has been executed the day and year provided below.

CONTRACTOR:**COLLEGE OF DUPAGE**

Kawamoto Inc.

Rick Kawamoto/Owner

Print Name/Title:



Signature:

36-3110958

Tax ID or FEIN

7/8/21

Date:

Interim Vice President, Administration

Signature:

Date:

Kawamoto Inc.

Proposal

PO Box 5669
Vernon Hills, IL 60061
Ph (847) 675-8227
rick@kawamotoinc.net

No. 10157
Page # 1 of 1

Proposal Submitted To	Job	MAC Theatre Ticket Booth Shade Repair	
College of Dupage	Address	425 Fawell Blvd	
Attn Deon King	City	Glen Ellyn	State IL
Phone (773) 842-6812	Contact		
Email kingd680@cod.edu	Phone	Date 7/6/21	

We hereby submit specifications and estimates to...

Repair and reprogram (1) Mechoshade Electro1 motorized shade with Whisper IQ motor with option to replace if motor deemed unresponsive

Total: Repair/reprogram	250.00
Total: Replace motor and reprogram	602.00

We hereby propose to furnish labor and materials complete in accordance with the above specifications for the sum of

With payment to be made as follows:

All material is guaranteed to be as specified. All work is to be completed in a work-manlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workmen's compensation insurance. Proposal may be withdrawn if not accepted within 30 days.

Authorized Signature


Rick Kawamoto

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date Accepted _____