

## CONTRACT

This Contract is made and entered into this 13th day of May, 2015 between the Village of Arlington Heights, a municipal corporation, ("Village") and Thompson Elevator Inspection Service, Inc., 1302 E. Thayer Street, Mt. Prospect, IL 60056, ("Contractor").

Whereas the Village wants to retain the Contractor to perform inspections and plan reviews for elevators and conveyance systems, and the maintenance inspections required for new and existing elevators and conveyance systems in Arlington Heights;

Whereas, the Contractor is willing to perform these services for compensation and in accordance with the terms of this Contract,

Now therefore, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Contract, it is agreed as follows:

### **1. Contract Definition**

This Contract includes by reference the terms of the Request for Proposal and submittals by the Contractor in response. In the event of a direct conflict among those documents, the order of precedence is this Contract, the Village's Request for Proposal and the Contractor response.

### **2. Statement of Services**

The Contractor will provide the services outlined below and explained in greater detail in the Village's Request for Proposals.

The Contractor will inspect the operating condition of new, existing and altered elevating equipment, using visual observation and mechanical testing equipment to ensure compliance with state elevator safety laws, rules, codes and standards. The Contractor will work with the Village to coordinate inspections of all new construction and to ensure annual inspections of all existing equipment.

After each inspection, the Contractor will complete an Inspection Report. The report will contain the findings of the inspection and recommendations, including but not limited to, those dealing with code deficiencies, hazards and safety, and substandard maintenance. One copy of this report will be left on site and one copy will be sent to the Village Building Department.

In addition, the Contractor will review proposed construction plans and documents to determine compliance with applicable laws, regulations, and codes. The Contractor will issue correction orders to responsible parties stating elevator and/or conveyance systems safety violations and required corrections date.

The Contractor will prepare and maintain reports, files, and correspondence related to the work. The Contractor, pursuant to inspections that reveal the continual use of elevators and conveyance systems will be hazardous; will determine when elevators and conveyance systems shall be out of service.

Contractor is responsible for all record keeping and tracking and will submit records to the Building Department once each month.

Contractor must schedule follow up inspections. Contractor must pick up and return plans when notified.

All work under this contract will be performed during the Village's regular working hours unless otherwise ordered by the Village.

The Contractor understands and agrees that in an emergency, to be determined at the Village's sole discretion, if the Village cannot reach the Contractor, the Village can use another elevator inspection service.

### **3. Compensation.**

#### **Plan Review and Approvals**

(Plan reviews and approvals based on prints submitted)

#### **Acceptance Inspection and Certification**

(For initial acceptance inspection and certification of a new or modernized unit. If an acceptance inspection should fail, the elevator contractor and not the Village will be billed for service)

#### **Annual Inspection**

(Semi annual inspections of all Elevators, escalators, dumbwaiters and other identified vertical conveyances and accessory equipment in accordance with the applicable ASME and ANSI Standards. A written report will be sent after each inspection listing any code violations or conditions. Additional re-inspections will be conducted only if authorized by the Village)

#### **Code Compliance Re-Inspections**

(Conducted only if approved by the municipality. Will provide a 30 day re-inspection to ensure previously cited code violations were corrected.)

The following attached costs will be billed to and paid by the elevator service contractor:

Witnessed Annual Pressure Test

(The Q.E.I. inspector will witness this Annual Hydraulic Elevator Test performed by a licensed elevator service contractor. This Static test includes a determination that the cylinder and pressure system is operating according to code requirements. Two hour time frame is allotted. Tests exceeding the time frame will be charged at \$150/hr for the additional time)

Witnessed 5 year Full Load Test

(The Q.E.I. inspector in attendance will witness this Traction Elevator test conducted every five years by a licensed elevator service contractor. This test determines that the unit functions properly at published rated weight load capacity. Four hour time frame is allotted. Tests exceeding the time frame will be charged at \$150/hr. for the additional time)

**4. Term of Agreement.**

This contract will be in effect for three years, with one two-year renewal, starting from June 1, 2015 unless either party terminates in writing 30 days before renewal.

**5. Compliance with all Laws.**

The Contractor agrees that all work under this Project must be executed in accordance with all applicable Federal, State and Local laws, ordinances, rules and regulations.

**6. Insurance**

The Contractor shall obtain and maintain for the duration of the contract at its own expense, at a minimum, the amount and type of insurance listed in the Village's Request for Proposal.

**Minimum Scope of Insurance:**

Commercial General Liability for Bodily Injury and Property Damage (occurrence form) - including General Coverage, Broad Form Property Damage (including completed operations), Explosion, Collapse and Underground Hazards, Contractual Liability assumed in the contract documents, Personal Injury Liability, Independent Contractor's protective products completed and operations liability and will name the Village as an additional insured.

Insurance Services Office form number CA 0001 as amended covering Automobile Liability, code 1 "any auto;" Comprehensive Automobile Liability for bodily injury and property damage arising out of owned, non-owned, and hired vehicles.

Workers Compensation as required by the Labor Code of the State of Illinois and Employer's Liability Insurance. Workers' Compensation and Workers' Occupational Disease. Workers' Compensation limits of coverage shall be as required by law in the State of Illinois. This coverage shall include coverage for all persons who the Contractor may employ directly or through subcontractors in carrying out the work under this contract.

### **Minimum Limits of Insurance**

Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per occurrence.

Insurance required by this Section will be written with a company having at least an "A" Property Casualty Rating and financial size of at least Class 7 as listed in the most recent published A.M. Best's Insurance Guide.

### **7. Records**

The Contractor agrees to provide the Village and any authorized agencies with access to any books, documents, papers and records in the Contractor's possession that are directly pertinent to this Contract. The Contractor agrees to retain all records for three years.

### **8. Benefits**

The Contractor is an independent contractor and not an employee of the Village. The Village will not provide any benefits not provided for in this Contract.

### **9. General Terms and Conditions**

**a. Personnel.** Services will be performed by the Contractor. Neither party will assign this Contract in whole or in part without the prior written approval of the other.

**b. Conflict of Interest.** The Contractor will not provide estimates or repairs to inspected equipment. The Contractor understands and agrees that to do so would be a conflict of interest in violation of this Contract. The Contractor certifies that to the best of his or her knowledge, no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of this Contract.

**c. Default.** In the event that the Contractor materially breaches or fails to materially perform its obligations under the Contract, the Village may terminate the Contract, in whole or in part, after providing written notice of default and the Contractor's failure to cure the default within thirty days of the notice, or such longer period as may be reasonably necessary to accomplish such cure. In the event that the Village elects to terminate, in whole or in part, this Contract pursuant to this clause, the Contractor will be liable to the Village for all costs incurred in completion of the Contract.

**d. Amendment.** This Contract may only be amended in writing signed by both parties.

**e. Indemnification.** The Contractor agrees to indemnify and hold harmless the Village, its officers, agents and employees from any and all liability, losses or damages, including attorneys' fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims in any way resulting from or arising out of the operations of the Contractor under this Contract, including operations of Subcontractors; and the Contractor will, at his or her own expense, appear defend and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments will be rendered against the Village in any such action, the Contractor will, at his or her own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any insurance protection required by the Contract, or otherwise provided by Contractor, will in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

This indemnification does not apply to any liability caused by the Village's own negligence.

**f. Severability.** If any provisions of this Contract are held to be invalid under the laws of any state, this invalidity will not invalidate the entire Contract. Instead, the Contract will be construed as if not containing the particular provision held to be invalid.

**g. Governing Law.** This Contract will be governed by and construed in accordance with the laws of the State of Illinois.

**h. Relationship Between the Contractor and the Village.** The Contractor will serve as the Village's professional Contractor. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

**i. Notices.** All notices required under this Contract will be in writing and sent by United States certified or registered mail, postage prepaid.

The parties have executed this Agreement on the date written above.

Catherine Thompson  
Bidder

Harold H. Karlan  
Village of Arlington Heights

President  
Title

Village Manager  
Title

5/18/15  
Date

5/18/15  
Date