

**CITY OF DES PLAINES**  
**SOLICITATION FOR BIDS**  
**FOR PUBLIC AND PRIVATE ELEVATOR INSPECTION SERVICES**

City of Des Plaines ("City")  
1420 Miner Street  
Des Plaines, Illinois 60016

The City will receive sealed proposals for the services generally described as follows: inspection services for public and privately owned and operated elevators in City ("**Services**").

**TO BE SUBMITTED TO:** City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois 60016  
Attention: City Clerk, **no later than 10:00 A.M., August 18th, 2016**

**INSTRUCTIONS TO BIDDERS**

**Pre-Bid Conference**

Every prospective bidder is required to attend a Mandatory Pre-Bid Meeting scheduled for **10:00 A.M., Wednesday, July 27, 2016** in Room 101 at Des Plaines City Hall, 1420 Miner Street, Des Plaines to review the scope of the Services and the project specifications. Failure to attend this mandatory meeting will disqualify the bidder.

**Inspection and Examination**

Each bidder shall, before submitting its Bid, carefully examine the Contract Bid form attached to this Solicitation for Bids as well as the attached Specifications. The bidder whose Bid is accepted will be responsible for all errors in its Bid, including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid form or the Specifications.

**Preparation of Bids**

All Bids for the Services shall be made only on the Contract Bid form attached to this Solicitation for Bids and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract Bid form. All Bids must be dated on Page 5 of the Contract Bid form and must be signed by an authorized official. Bids that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

**References**

In addition to the Bid submitted on the Contract Bid form attached to this Solicitation for Bids, each bidder must submit to the City, together with its Bid: the names, addresses, and phone numbers of at least three professional references who have obtained services similar to the Services from the bidder.

**Clarifications**

City reserves the right to make clarifications, corrections, or changes in this Solicitation for Bids at any time prior to the time bids are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this request for bids, contact Butch Ehrke, Inspections Supervision via email at [behrke@desplaines.org](mailto:behrke@desplaines.org).

**Delivery of Bids**

Each Bid, including references, shall be submitted in a sealed envelope plainly marked with the title "City of Des Plaines Solicitation for Bids for Public and Private Elevator Inspection Services" and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Bids may be delivered by mail or in person. Bids received after the time specified above will be returned unopened.

**Opening of Bids**

Bids will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

**Withdrawal of Bids**

No Bid shall be withdrawn for a period of 45 days after the opening of any proposal.

**Rejection of Bids**

Bids that are not submitted on the Contract Bid form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, the City may demand correction of any deficiency and accept the deficiently prepared Bid upon compliance with these Instructions to Bidders.

**Acceptance of Bids**

Bids submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

The City may accept the Bid that is, in its judgment, the best and most favorable to the interests of the City and to the public; reject the low price Bid; accept any item of any Bid; reject any and all Bids; or waive irregularities and informalities in any Bid submitted or in the request for Bid process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely on, or anticipate, any waivers in submitting their Bids.

On acceptance of the successful Bidder's Contract Bid by the City, the successful Bidder's Contract Bid, together with the City's notification of acceptance, shall become the Contract for the Services.

DATED: July 27, 2016

City of Des Plaines

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Butch Ehrke*  
*Asst Director (CET)*

**CITY OF DES PLAINES  
CONTRACT FOR  
ELEVATOR INSPECTION SERVICES**

Full Name of Bidder \_\_\_\_\_ (“Bidder”)  
Principal Office Address \_\_\_\_\_  
Local Office Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_

TO: City of Des Plaines (“City”)  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attention: Office of the City Clerk

*Bidder warrants and represents that Bidder has carefully examined and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. \_\_\_\_\_ [Bidders: if none, write “NONE”], which are securely stapled to the end of this Contract.*

therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract Bid is accepted, Bidder proposes and agrees that all Services shall be fully provided, performed, and completed in accordance with the Specifications attached to this Contract Bid. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of the City or Bidder from those set forth in this Contract Bid. Whenever any equipment, materials, or supplies are specified or described in this Contract Bid by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers’ or vendors’ products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by the City in its sole and absolute discretion.

**1. Services Proposal**

A. Contract and Services. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and the City’s written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the “Services”:

C. Responsibility for Damage or Loss. If this Contract Bid is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to the City repair or replace, damage done to, and any loss or injury suffered by, the City, the Elevators or any parts thereof, or any other property or persons as a result of the Services.

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to conduct safety inspections of approximately 465 public and private elevators (“Elevators”), all as more fully described in the specifications set forth in Exhibit A attached to and, by this reference, made a part of, this Contract (“Specifications”)
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Insurance. Procure and furnish all insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes. Note that the City is not subject to state or local sales, use, and excise taxes.
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional practices, in full compliance with, and as required by or pursuant, to this Contract Bid, and with the greatest economy, efficiency, and expedition consistent

D. Inspection/Testing/Rejection. The City shall have the right to inspect all or any part of the Bidder’s performance of the Services and to reject all or any part of the Services that in any way fails to conform strictly to the requirements of this Contract Bid, and the City, without limiting its other rights or remedies, may require correction or replacement of the Services at Bidder’s cost, perform or have performed all Services necessary to complete or correct all or any part of the Services that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, cancel all or any part of any order or this Contract Bid, accept all or any part of the Services that is nonconforming with the Specifications and make an equitable reduction in the Contract Price, and recover from Bidder any damages suffered by the City.

**2. Contract Price Proposal**

If this Contract Bid is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Services and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and

compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Services, the prices set forth in the following Schedule of Prices:

Schedule of Prices	Unit Price (\$0.00)	Extension (\$0.00)
Annual Inspections (465 existing Elevators) (Unit prices should include 1 <sup>st</sup> re-inspection)		
New Construction Inspections (per inspection) (Unit prices should include 1 <sup>st</sup> re-inspection)		N/A
New Construction Inspections Re-Inspections (per inspection after 1 <sup>st</sup> re-inspection)		N/A
Plan Reviews – New (per inspection)		N/A
Plan Reviews Renovated/Modernization (per inspection)		N/A
Consulting (Per Hour)		N/A
Meeting Attendance / Representation (Per Hour)		N/A
Re-Inspections for non-New Construction Elevators (per inspection after 1 <sup>st</sup> inspection)		N/A

The total charges assessed to the City by the Bidder during the Term of this Contract shall be the "**Contract Price**".

B. Basis for Determining Prices. It is expressly understood and agreed that:

- All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
- The City is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
- All other applicable federal, state, and local taxes of every kind and nature applicable to the Services are included in the Schedule of Prices; and.
- The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are the City's estimate only, that City reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item completed in full compliance with this Contract Bid, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
- Any Services not specifically listed or referred to in the Schedule of Prices or the Specifications, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing,

cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made by the City within 60 calendar days after receiving an invoice and inspection report from the Bidder, as more fully described in the Specifications.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract Bid.

3. Term; Termination.

A. Term. If this Contract is accepted, the term of this Contract shall commence on January 1, 2017 and will terminate at 11:59 p.m. on December 31, 2018 ("**Term**"). This Contract shall automatically renew for a maximum of two, two-year renewal terms (each, a "**Renewal Term**") upon the expiration of the then-current Term or Renewal Term unless the City or the Bidder provides the other party with written notice of nonrenewal at least 60 days before the expiration of the then-current Term or Renewal Term.

B. Termination. If this Contract is accepted, the City may terminate this Contract for any reason by providing 15-days written notice to Bidder. If the City terminates this Contract pursuant to this Section 3.B, Bidder shall deliver to the City copies of all reports, documents and other work performed by the Bidder under this Contract, and upon receipt thereof, the City shall pay Bidder for all Services actually performed by Bidder prior to termination.

4. Financial Assurance

A. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after the City's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to the City and shall name the City, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Services are as follows:

1. Worker's Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$1,000,000 per occurrence.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of the City.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$3,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Professional Liability

Limits shall not be less than \$1,000,000 per occurrence, \$3,000,000 aggregate.

B. Indemnification. If this Contract Bid is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

C. Penalties. If this Contract Bid is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Services or any part thereof.

D. Addendum. After the pre-bid meeting, Staff will prepare a complete list of questions and answers and will re-send the complete list to all bidders.

5. Firm Contract

All prices and other terms stated in this Contract Bid are firm and shall not be subject to withdrawal, escalation, or change provided the City accepts this Contract Bid within 45 days after the date the Bidder's Contract Bid is opened.

6. Bidder's Representations and Warranties

To induce the City to accept this Contract Bid, Bidder hereby represents and warrants as follows:

A. The Services. The Services shall: (1) be of merchantable quality; (2) be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) strictly conform to the requirements of this Contract Bid, including without limitation the performance standards set forth in Section 1B of this Contract Bid; (4) be performed in a manner consistent with the degree of care and skill ordinarily exercised by reputable building and elevator inspection companies currently operating under similar circumstances in the Chicago Metropolitan Region; and (5) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract Bid. The warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the City

B. Compliance with Laws. The Services, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; all Elevator Safety and Regulation Acts; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Services.

C. Not Barred. Bidder is not barred by law from contracting with the City or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax; (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "*Patriot Act*") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Services successfully and promptly and to commence and complete the Services within the Contract Price set forth above.

## 7. Acknowledgements

In submitting this Contract Bid, Bidder acknowledges and agrees that:

A. Reliance. The City is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. Reservation of Rights. The City reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract Bid is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract Bid and in the City's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to the City in this Contract Bid shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract Bid.

E. Time. Time is of the essence for this Contract Bid and, except where stated otherwise, references in this Contract Bid to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the City, whether before or after the City's acceptance of this Contract; nor any information or data supplied by the City, whether before or after the City's acceptance of this Contract Bid; nor any order by the City for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Services by the City; nor any extension of time granted by the City; nor any delay by the City in exercising any right under this Contract Bid; nor any other act or omission of the City shall constitute or be deemed to be an acceptance of any defective or nonconforming Services, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract Bid; or of any remedy, power, or right of the City.

G. Severability. The provisions of this Contract Bid shall be interpreted when possible to sustain their legality and

enforceability as a whole. In the event any provision of this Contract Bid shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract Bid shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract Bid shall be effective unless and until such change is reduced to writing and executed and delivered by the City and Bidder, except that the City has the right, by written order executed by the City, to make changes in the Services ("**Change Order**"). If any Change Order causes an increase or decrease in the amount of the Services, then an equitable adjustment in the Schedule of Prices may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this Contract Bid, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the City.

J. Governing Law. This Contract Bid, and the rights of the parties under this Contract Bid shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract Bid shall be deemed to be inserted herein.

K. Relationship of the Parties. The Bidder shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the City and Bidder; or (2) to create any relationship between the City and any subcontractor of the Bidder.

L. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Bidder in connection with any or all of the Services to be performed under this Contract ("**Documents**") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Contract Bid, the Bidder shall cause the Documents to be promptly delivered to the City.

[SIGNATURE PAGE FOLLOWS]

Dated: \_\_\_\_\_, 2016.

Bidder's Status: ( ) \_\_\_\_\_ Corporation ( ) \_\_\_\_\_ Partnership ( ) Individual Proprietor  
(State) (State)

Bidder's Name: \_\_\_\_\_

Doing Business As (if different): \_\_\_\_\_

Signature of Bidder or Authorized Agent: \_\_\_\_\_

(Corporate seal) Printed Name: \_\_\_\_\_  
(if corporation)

Title/Position: \_\_\_\_\_

Bidder's Business Address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's Business Telephone: \_\_\_\_\_ facsimile: \_\_\_\_\_

If a corporation or partnership, list all officers or partners:

NAME	TITLE	ADDRESS

**SPECIFICATIONS FOR CONTRACT FOR  
ELEVATOR INSPECTION SERVICES**

Schedule of Prices	Unit Price (\$0.00)	Extension (\$0.00)
Annual Inspections (465 existing Elevators) (Unit prices should include 1 <sup>st</sup> re-inspection)		
		N/A
New Construction Inspections (per inspection) (Unit prices should include 1 <sup>st</sup> re-inspection)		
		N/A
New Construction Inspections Re-Inspections (per inspection after 1 <sup>st</sup> re-inspection)		
		N/A
Plan Reviews – New (per inspection)		
		N/A
Plan Reviews Renovated/Modernization (per inspection)		
		N/A
Consulting (Per Hour)		
		N/A
Meeting Attendance / Representation (Per Hour)		
		N/A
Re-Inspections for non-New Construction Elevators (per inspection after 1 <sup>st</sup> inspection)		

## ACCEPTANCE

The Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines ("**City**") as of \_\_\_\_\_, 2016.

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Services and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the City without further notice of objection and shall be of no effect nor in any circumstances binding upon the City unless accepted by the City in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by the City of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

### CITY OF DES PLAINES

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

**SPECIFICATIONS FOR CITY OF DES PLAINES  
CONTRACT FOR ELEVATOR INSPECTION SERVICES**

**1. SCOPE OF WORK.**

The City of Des Plaines is seeking bids from State of Illinois-licensed and qualified Elevator Inspector (QEI) elevator inspection companies (“*Vendor*”) to provide mechanical and electrical inspection as well as plan review of all existing and new safety devices and equipment related to passenger and freight elevators, escalators, dumbwaiters, or any conveyance device that is listed under the authority of the rules, regulations and laws of the State of Illinois (“*Elevators*”), located within the City of Des Plaines. Inspections shall be conducted to assure compliance with the requirements of the State of Illinois Elevator Safety Act (225 ILCS 312/1) (“*Elevator Safety Act*”) within the time limitations of the Act and subject to the rules and policies of the State of Illinois State Fire Marshal’s Office. The City requires inspections to be made on an annual basis (minimum one per year).

Duties and responsibilities shall include inspections in accordance with the State of Illinois Elevator Safety Act and the City of Des Plaines municipal ordinances relating to the operation of Elevators. Addresses of Elevator locations will be provided by the Community and Economic Development Department (CED) of the City. In addition, the Vendor will conduct plan reviews for new and upgraded Elevators to determine compliance with the State and City Code. Correction Orders shall be issued to responsible parties citing elevator safety violations and detailing required corrective work. When inspections reveal serious code violations making continued service hazardous, Vendor will declare and post signs placing Elevators out of service. Vendor shall schedule all initial and follow-up inspections with the responsible agent or representative of the building owners or occupants. Vendor will promptly pick up and return plans when notified. Vendor shall provide invoicing as later defined within the body of this document.

Vendor shall arrange, coordinate and schedule inspections with all building owners, owner’s representatives and / or responsible agents, companies or service organizations that represent the owners / operators of such devices that require inspection

Vendor will be and remain well versed in all relevant provisions of all State of Elevator Safety and Regulation Act(s); the City Code as maybe amended from time to time; American Society of Mechanical Engineers Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walkways; Safety Standard for Platform Lifts and Stairway Chairlifts; Safety Code for Existing Elevators and Escalators (“*Requirements of Law*”).

Vendor will also become and remain well versed in the City’s local amendments to the 2015 International Building Code. (link via City website – [http://www.sterlingcodifiers.com/codebook/index.php?book\\_id=561](http://www.sterlingcodifiers.com/codebook/index.php?book_id=561); open Section 10-1-2 to view City of Des Plaines Amendments to the 2015 IBC.) This shall include accessibility requirements that pertain to Elevators and associated amenities.

2. **CITY INFORMATION.**

There are approximately four hundred and sixty five (465) elevators located within the City of Des Plaines. These elevators range from simple scissor lifts to high rise elevators. There are approximately twenty (20+/-) plan reviews conducted each year.

3. **CURRENT INSPECTION PRACTICE.**

The City of Des Plaines currently contracts with a third party vendor, to provide inspections on existing Elevators, plan reviews and inspections on new Elevators. Inspection Reports are made to Community and Economic Development (CED) Department at the conclusion of the inspection service.

4. **ANNUAL INSPECTIONS**

All annual inspections for existing Elevators as of the effective date of this Contract Proposal must be completed within the first six months, between January 1<sup>st</sup> and June 30<sup>th</sup>, of each calendar year of the Contract.

5. **WORK RULES AND PROCEDURES.**

a. **Vendor to Provide and Maintain Valid Federal, State and Local Licensure.** The successful Vendor shall maintain all required certificates and or licensures required by any federal, state, and county or municipal authority as mandated by such. All such required documents shall remain current, valid and effective throughout the time period of the awarded contract.

b. **Vendor to Supply Labor and Materials.** Vendor to supply all required supervision, skilled labor, transportation, materials, apparatus and tools necessary to assure accurate and concise inspections and/or plan reviews of all components and devices addressed under the scope of the laws or rules pertaining to the Elevator Safety Act of the State of Illinois and the codes adopted by the municipality. Vendor to provide all necessary and or required safety equipment for all personnel as well as for the protection of personnel and persons that may become involved with the processes or procedures that pertain to the task at hand. The City shall not be responsible for site safety. The Vendor shall solely and exclusively be responsible for the means, methods, technologies required to perform the duties assigned as well as the safe environment in and around the area they are performing said tasks. The Vendor shall not at any time bill the City for reimbursement for fuel costs.

c. **Inspections Scheduling.** All inspections shall be conducted during normal business hours or that which is deemed reasonable and convenient to all parties.

- (1) The CED Department will, on an annual basis, provide Vendor with the most current contact information pertaining to the building or buildings in which the Elevators are located. Vendor shall work with CED to maintain updated contact information for each building containing an Elevator.
- (2) Vendor must pre-arrange access to all pertinent rooms and areas of concern ahead of determined inspection date and time. Neither Vendors nor their associated employees or approved subcontractors may have access to any key boxes as designated for Fire Department use only (i.e. lock boxes that provide access to buildings for emergency response personnel).
- (3) Vendor will provide a copy of inspection reports to building owner / representative at the time of completion of the inspection.

d. **Vendor to Provide for Invoicing.** Vendor will be responsible for the invoicing for all inspection and other services rendered. Upon successful completion of inspection the Vendor shall provide the owner or responsible party a certificate of inspection approval. If the elevator fails inspection or for some reason the inspection could not be conducted, a re-inspection shall be performed. The first re-inspection of any non-compliance is all inclusive in the initial fee charged for the required annual inspection.

e. **Vendor Report to CED.** Vendor shall provide to CED a report all inspections, the inspector's determination (pass/fail), and a report summarizing all the actions that took place during each monthly time period. The reports shall include the total number of inspections and re-inspections required at each address for each unit being inspected.

Vendor shall provide a report of invoicing that has been conducted during that time period to CED that details copy of invoice and date of mailing along with each end of month report. Vendor shall develop and issue Certificates for passed elevators.

f. **Inspection Standards.** Vendors are required to perform Elevator inspections in accordance with the Requirements of Law. **The initial inspection and one follow-up inspection shall be included in the initial inspection fee charged.**

g. **Equipment Installations / Plan Reviews.** Vendors will be responsible for the review of all pertinent plans and construction documents that relate to renovations or installations of any associated equipment that falls under the scope of the laws or rules pertaining to the Elevator Safety Act of the State of Illinois and the codes adopted by the municipality. All such review commentary and or results shall be conveyed to the CED designee in an expedited, timely yet accurate manner.