

VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
For Inclusion on Board Agenda

  X   Resolution or Ordinance (Blue) \_\_\_\_\_ *Waiver of First Requested*  
Recommendations of Boards, Commissions & Committees (Green)  
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE: May 9, 2017 (B of T) Date: May 18, 2017

TITLE: Elevator Plan Review and Inspection Activities Contract

SUBMITTED BY: Department of Community Development *[Signature]*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration a resolution authorizing signatures of the President and Clerk on a contract to Thompson Elevator Inspection Services, Inc., effective through December 31, 2018, with extension options.

Staff recommends approval of the resolution and contract.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_


Finance Director X \_\_\_\_\_ Date \_\_\_\_\_

Village Manager X \_\_\_\_\_ Date \_\_\_\_\_

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.

## MEMORANDUM

**TO:** Scott R. Niehaus, Village Manager

**FROM:** William J. Heniff, AICP, Director of Community Development 

**MEETING DATE:** May 20, 2017

**SUBJECT:** **Elevator Plan Review and Inspection Activities Contract**

To ensure that the Village is receiving the best possible rates and services for elevator plan review and inspection activities for all elevators and related lift devices in the community, the Village initially undertook a request for proposals (RFP) process earlier this year. However, since the last bid process was undertaken, additional state requirements pertaining to elevator inspection witnessing requirements were established which distorted the scope and nature of fees that would be assessed to a given property owner. As such, staff recommended and the Village Board a rejection of all bids and directed staff to proceed with solitation of quortes for elevator plan review nad inspection efforts.

Attached for Village Board consideration and approval is a contract between the Village and Thompson Elevator for Village Elevator Plan Review and Inspection Activities that reflects the lowest responsible cost for various types of elevator related services. Thompson Elevator has performed such services for the Village in the past and has demonstrated competencies of meeting the needs of property owners and the Village.

### **RECOMMENDATION:**

Staff recommends that the Village Board of Trustees award a bid for Elevator Plan Review and Inspection Activities to Thompson Elevator Inspection Services, Inc.

**RESOLUTION**  
R \_\_\_\_\_17

**A RESOLUTION AUTHORIZING SIGNATURES OF THE VILLAGE  
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard and Thompson Elevator as attached hereto and marked as Exhibit A; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, as follows:

**SECTION 1:** That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said resolution.

**SECTION 2:** That the Village Clerk be and hereby is authorized to attest said recognition.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Keith T. Giagnorio  
Village President

ATTEST:

\_\_\_\_\_  
Sharon Kuderna  
Village Clerk

## VILLAGE OF LOMBARD

### CONTRACT DOCUMENT NUMBER CD17-01

This agreement is made this 5<sup>th</sup> day of May, 2017 between Thompson Elevator and the Village of Lombard and shall be binding upon the Village of Lombard, an Illinois Municipal Corporation hereinafter referred to as (the "Village") and (Thompson Elevator Inspection Service, Inc.) hereinafter to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

ITEM	SERVICE	FEE	ADDITIONAL INFORMATION
A	Bi-Annual Safety Code Inspection on Existing Elevators/Escalators/Conveyances	\$10.00 per unit	<ul style="list-style-type: none"> <li>• TEIS provides forms</li> <li>• TEIS provides insurance</li> <li>• TEIS provides copies of all inspections to municipality</li> </ul>
B	Bi-annual Safety Code Re-Inspection on Existing Elevators/Escalators/Conveyances	\$10 per unit	<ul style="list-style-type: none"> <li>• TEIS provides forms</li> <li>• TEIS provides insurance</li> <li>• TEIS provides copies of all inspections to municipality</li> </ul>
C	New Elevator Plan reviews Final Elevator Shop Drawings (New or MOD Construction)	\$20.00 per unit	<ul style="list-style-type: none"> <li>• Completed review returned to municipality</li> <li>• No additional fees based on number of floors</li> </ul>
D	New Construction (NC) Elevator Inspections or Mod New Construction (Mod NC) Inspections for repair/modifications to existing elevators	\$20.00 per unit	<ul style="list-style-type: none"> <li>• TEIS provides forms</li> <li>• TEIS provides insurance</li> <li>• TEIS provides copies of all inspections to municipality</li> </ul>
E	New Construction (NC) Elevator Re-Inspections or Mod New Construction (Mod NC) Re-Inspections for repair/modifications to existing elevators	\$20.00 per unit	<ul style="list-style-type: none"> <li>• TEIS provides forms</li> <li>• TEIS provides insurance</li> <li>• TEIS provides copies of all inspections to municipality</li> </ul>
F	Witnessing Hydraulic Pressure Test Cat-1	\$99.00 per hour per unit	1 hour*
G	Witnessing NO LOAD Traction Test Cat-1	\$99.00 per hour per unit	2 hours*
H	Witnessing FULL LOAD Traction Test Cat-5	\$99.00 per hour per unit	4 hours*
I	Escalator Index Test	\$99.00 per hour per unit	4 hours minimum*

\*Dependent on equipment condition and skill set of mechanic and elevator company for approximate time.

1. This contract shall embrace and include all of the applicable contract provisions set forth in the General Terms and Conditions (Exhibit A) attached hereto and made a part hereof.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items and services set forth within the bid proposal for Elevator Plan Review and Inspection Services, which are the subject matter of this contract the total sums as set forth within the proposal and herein, paid in accordance with the provisions of the Local Government Prompt Payment Act.
3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon award of the contract from the Village.
5. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
6. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith T. Giagnorio, Village President, and the Contractor have hereunto set their hands this 20<sup>th</sup> day of May, 2017.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this 5<sup>th</sup> day of May, 2017.

Individual or Partnership \_\_\_\_\_ Corporation X

Christopher Thompson \_\_\_\_\_ President  
 By Position/Title

\_\_\_\_\_  
 By Position/Title

THOMPSON ELEVATOR INSPECTION SERVICE, INC  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Keith T. Giagnorio  
Village President

Attest:

\_\_\_\_\_  
Sharon Kuderna  
Village Clerk

Approved for issuance:

\_\_\_\_\_  
Jamie Cunningham  
Assistant Finance Director

\_\_\_\_\_  
Date

Approved contents of contractual documents:

\_\_\_\_\_  
Thomas P. Bayer  
Village Attorney

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **GENERAL TERMS AND CONDITIONS**

#### **TRAINING, DEMONSTRATIONS AND SHOP DRAWINGS**

Training will be required by the Contractors to the Village of Lombard employees if deemed necessary by the Village. Contractors are required, if requested, to present a demonstration of the item being bid if the Village feels it has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.

#### **COMPLIANCE WITH LAWS**

The Contractor shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and Village governments, which may in any manner affect the preparation of proposals or the performance of the contract.

#### **TAXES**

The Village is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the Village. A copy of the Village Tax-Exempt letter will be provided to the Contractor when requested.

#### **COMPLIANCE WITH OSHA STANDARDS**

Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

#### **INDEMNIFICATION**

The contractor shall indemnify, defend and save harmless the Village, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the contractor, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities,

the Village, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

#### **PERMITS AND LICENSES**

The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws.

#### **SUBLETTING OF CONTRACT**

No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Management Analyst. In no case shall such consent relieve the Contractor from his obligation or change the terms of the contract.

#### **TERMINATION OF CONTRACT**

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, in the event that sufficient funds to complete the contract are not appropriated by the Village.

The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the successful Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village will procure, upon such terms and in such manner as the Management Analyst may deem appropriate, supplies or services similar to those so terminated. The successful Contractor shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the Management Analyst that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the successful Contractor.

The Village reserves the right to cancel the whole or any part of the contract if the Contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated.

#### **DEFAULT**

In case of the default by the Contractor, the Village will procure articles or services from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.



## INSURANCE

- A. During the term of the contract, the Contractor shall provide the following types of insurance in not less than the specified amounts:
1. Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
  2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
  3. Professional Liability - \$2,000,000.00 (Required only where contracts are for professional services);
  4. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
  5. Umbrella Coverage - \$2,000,000.00
- B. The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Village, its officers, agents, employees, representatives and assigns as additional insureds (except on policies for professional liability and workers compensation). Such insurance shall be primary and non-contributory with respect to any insurance or self-insurance programs covering the Village, its officers, agents, employees, representatives and assigns. Contractor will waive subrogation on workers compensation and general liability coverage. The contractor shall furnish to the Village satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village together with executed copies of an Additional Insured Endorsement (Insurance Form CG2010 - 1985 version). Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance has been given to the Village.
- C. The contractor shall require subcontractors, if any, not protected under the contractor's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the contractor and provide copies of insurance policies to the Village.

## NON-DISCRIMINATION

Contractor shall, as a party to a public contract shall refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination. Contractor further certifies that he is an "equal

opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor/supplier shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

### **VENUE**

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

### **PREVAILING WAGES**

The Village of Lombard requires Contractor (and any subcontractors) to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., as applicable to the particular contract. Prevailing wage rate updates can be obtained by calling the Illinois Department of Labor at (312) 793-2914, or writing to the Illinois Department of Labor at: 310 S. Michigan Avenue, 10th Floor, Chicago, Illinois 60604, or calling the Lombard Village Hall at (630) 620-5700.

**Note:** On August 10, 2005, Public Act 94-0515 amended the Prevailing Wage Act by requiring the contractor and each subcontractor participating on public works projects to submit monthly a certified payroll to the public body in charge of the project.

### **SPECIFIC OBLIGATIONS FOR CONTRACTOR**

#### **Definitions**

The following definitions are used throughout the contract.

Acceptance – means the initial inspection and tests of new or altered equipment to check for compliance with the applicable Code requirements.

Contractor – inspection service provider.

Elevator – means an elevator, dumbwaiter, escalator, lift, moving sidewalk, stage lift, chair lift, or other similar device within the scope of the Illinois Elevator Program Agreement.

Village – means the Village of Lombard.

Building Division – means the Building Division of the Community Development Department of the Village of Lombard.

### Project Description

The Contractor shall perform elevator inspection and plan review services as required by the Illinois Office of the State Fire Marshal, the Illinois Elevator Safety and Regulation Act, the Village Ordinances, and in accordance with the Illinois Elevator Safety Program Agreement, as well as those services described herein. The Village reserves the right to modify and/or adopt any subsequent regulations pertaining to the aforementioned code regulations at any time. It is estimated that there will be approximately 320 elevators in the Village that will require inspections. The Village reserves the right to amend the list of elevators to be inspected by the Contractor.

### Objective and Needs

The Contractor shall also provide plan review services for elevators subject to a building permit by the Village. Such services shall be under the direction of the Building Commissioner (currently identified by the Village as the Community Development Director) or his/her designee. Such plan review activities must be completed within the timelines expressed by the Village. The Village shall reasonably set the timelines for plan review completion to be a function of the degree and scope of work to be performed.

The Contractor shall maintain a list of the Village's elevators and develop an inspection schedule in accordance with the Village's regulations requiring all elevators to be inspected twice a year. Chair lifts shall only be required to be inspected once per year. It will be the responsibility of the Contractor to send inspection reminders to each business and schedule the appointments accordingly. The Contractor shall submit a written report on the results of such inspections either in letter form or upon such forms as requested by the Village or the State Fire Marshal. The report shall certify the operation of the elevator, or itemize the violations, citing the appropriate section of the Village or State Adopted Codes. When the Contractor identifies violations, it will issue corrective orders to the business and send a copy to the Village. The Village will be the enforcing body on all matters of noncompliance.

The Contractor must provide to the Village the following information necessary at least two weeks prior to January 1 and July 1 of each year:

- A. The number and types of inspections performed during over the previous six months;
- B. A list of conveyances identified by address and State I.D. number after conveyance is registered, that were red-tagged or put out-of-service during the past year;
- C. A copy of any report prepared as the result of an elevator accident that was not reported to the state.
- D. The Contractor must provide the Village with the following information on a daily basis:  
A copy of the list and completed inspection forms of conveyances inspected within the past business day identified by the state I.D. and address.

### **A. Scope of Required Services**

1. Schedule inspections on a bi-annual basis
2. Provide documentation to the Village
3. Safety Inspection for new and existing elevators
4. Re-inspection for new and existing elevators
5. Acceptance Inspection for public use

## 6. Elevator Plan Review activities

### **B. Services to be Provided**

The Contractor shall perform Elevator Plan Review and Inspection Services for new, altered, and remodeled elevators as required by the Village and the Illinois Elevator Safety Agreement.

#### 1. Elevator Inspections

The Contractor shall perform inspections of elevators as described above under Scope of Services. The Contractor shall maintain a list of the Village's elevators and develop an inspection schedule in accordance with the Village's regulations requiring all elevators to be inspected twice a year and chair lifts to be inspected once per year.

It shall be the responsibility of the Contractor to coordinate with the Village inspection activities. The Contractor shall also keep track of their respective inspections and schedule inspections accordingly. The Contractor shall submit a written report on the results of such inspections in letter form or upon such forms as requested by the Village. The report shall certify to the operation of the elevator, or itemize the violations, citing the appropriate sections of adopted State and Village Codes. When the Contractor identifies violations, it will issue written corrective orders. All equipment, materials, and supplies required to carry out the provisions of this proposal, and to perform the services described above shall be furnished by the Contractor.

The Contractor must provide its own transportation and furnish the necessary equipment for use in conducting periodic inspections.

Within two weeks of receipt of the contract, the Contractor will develop and submit to the Building Division of the Community Development Department a schedule for completing the inspections. Each elevator will be identified as requiring acceptance inspections. The appropriate inspection will be conducted. Inspections shall include, but not be limited to, the activities identified as follows:

- a. Safety Inspections
- b. New Construction
- c. Re-inspections
- d. Acceptance Inspection for public use

The elevator shall not be released for use and a permit to operate shall not be issued until it complies with the provisions of the Illinois Elevator Safety Agreement. Violations identified during inspections will be processed as follows:

- a. The Contractor will issue an order to the building owner or his/her agent. The order will specify the specific code or standard section violated, the nature of the violation, how the violation should be corrected, and the date of the re-inspection. The order may be handwritten and will be presented to the owner or agent at the time of inspection. A copy will be forwarded to the Community Development Department of the Village.

- b. Within ten (10) business days of receipt of a contract, the Contractor will propose practices and forms that can be used for all elevator inspections. The Contractor shall use agreed upon forms or procedures as requested by the Village.
- c. To receive payment for services rendered, the Contractor shall be responsible for submitting a bill to the Village covering each inspection and re-inspection. The Contractor shall submit one bill to the Village after both inspections, however all such inspections during a specified inspection period may be consolidated into a single bill for payment. The consolidated bill must be itemized to include each business. Subsequent bills for re-inspection may include more than one business as long it is itemized. The Village will pay the bill to the Contractor and in turn will bill the businesses for reimbursement of their proportionate share.
- d. The inspector's decision to require a re-inspection may be appealed to the Village by the building owner. If the building owner fails to take the corrective actions specified within the allowed time period, the Contractor shall notify the building owner in writing of enforcement action proceedings, with a copy to the Village.
- e. The Contractor's employees shall have all inspectors wear an identification badge that states their name and their employer. The badge shall be visibly worn at all time while performing inspection activities in the Village.
- f. The Contractor shall appear as a witness, if required, regarding inspections it conducts.

The Contractor shall have an inspector available for emergencies that may arise after working hours. An after-hours telephone number shall be furnished to the Building Division Official. All emergencies shall be responded to within two (2) hours of the time of notification.

## 2. Elevator Plan Review Activities

The Contractor shall successfully complete plan review activities of all new, altered or re-modeled elevators within Village, as required by the Village and the Illinois Elevator Safety Agreement. Elevator plan review services shall be performed in concert with the Village and shall follow these provisions:

- a. For smaller plan sets, the Village shall send the plans via mail or courier to the vendor for review. The Village anticipates about eighty percent (80%) of all plans would fall into this category. For larger plan sets, upon a verbal or written request by the Village, the vendor shall pick-up any plan elevator plan review sets for review by the vendor based upon applicable codes. The vendor shall pick-up the plan sets no later than two (2) business days from the day in which the vendor is initially notified of the work to be performed.
- b. The vendor shall have up to ten (10) working days to review permits for new elevators and for review of any permits elevator alterations or remodeling. Any re-inspections of previously reviewed plans shall be completed within also five (5)

working days. The review timelines may be adjusted upon a request by the vendor and approval by the Village, in its sole discretion.

- c. Upon completion of the elevator plan review process by the vendor, regardless of whether the plans were approved or not, the plans shall be returned to the Building Division within the time period prescribed above.
- d. Costs associate with the delivery of plans to the vendor via mail shall be borne by the Village. Costs to return the reviewed plans to the Village shall be borne by the vendor. For large permits, the costs associated with the pick-up and transmittal of plans for review shall be borne by the vendor.
- e. The vendor shall also be available to answer questions from the Village and/or the permit applicant, as it pertains to the plan review process. The vendor shall respond to such inquiries within one (1) working day. Said response shall be done in a professional and courteous manner.
- f. Upon approval, the vendor shall also undertake inspection activities for the reviewed and approved plan sets.

### **C. Qualifications**

All persons employed by the Contractor to conduct elevator inspections in Illinois must be licensed to conduct inspections in Illinois in accordance with Illinois licensing procedures. The Contractor must provide assurances that only experienced licensed individuals will be used. The Contractor must have a minimum of five (5) years' experience in the provision of inspection services or equivalent technical background. The Contractor shall demonstrate that it has the necessary personnel and expertise to perform the work outlined in the preceding sections and subsections.

### **D. Contract**

The Contractor shall submit a completed "Contractor's Certification" (Exhibit 1) attached hereto and all necessary insurance certificates (Exhibit 2) and in an amount as set forth within the insurance provisions set forth within ten (10) business days from the date of approval of the contract. The Village reserves the right to terminate the relationship with the Contractor if the required documents are not submitted to and approved by the Village within ten (10) business days of receiving notice of the award of the contract. Should the Contractor neglect, refuse, or fail to complete the work under the contract in accordance with the Village's Requirements, the Contractor may be liable for consequential damages resulting directly from their negligent acts.

### **E. Length of Contract**

The term of the services contract herein granted shall commence on the date of contract signing and end on December 31, 2018, with the option to renew the contract for three (3) additional one-year terms, unless either party, at its sole option, shall have given the other party at least ninety (90) days prior written notice of its intent not to extend the contract.

**F. Confidentiality**

After award of the contract, all responses, documents, and materials will be considered public information and will be made available for inspection. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village.

**G. Compliance with Laws**

The contractor shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the performance of the Contract as set forth herein.

**EXHIBIT 1**

**VILLAGE OF LOMBARD  
CONTRACTOR'S CERTIFICATION**

Catherine Thompson, having been first duly sworn, depose and states as follows:  
(Officer or Owner of Company)

I am the PRESIDENT for THOMPSON ELEVATOR INSPECTION SERVICE, INC  
(Title) (Name of Company)  
(the "Contractor"), which has submitted a proposal for ELEVATOR INSPECTIONS  
(Name of Village project)

to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105(A) (4);
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement;
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, and that

\_\_\_\_\_  
(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and

4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: Catherine Thompson  
Authorized Agent of Contractor

Subscribed and sworn to before me this 5<sup>th</sup> day of May, 2017.

Justin Stanonik  
Notary Public





## EXHIBIT 2

### ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:  
Named Insured:  
Policy Number:  
Policy Period:  
Endors. Effective Date:

} see Exhibit A1

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.



EXHIBIT 114

OP ID: ML

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Midland Insurance Agency, Inc. 17W733 Butterfield Road, Ste A Oakbrook Terrace, IL 60181- THOMAS J. BUTERA	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>PRODUCER CUSTOMER ID #:</b> THOMP-1		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> THOMPSON ELEVATOR INSPECTION 1302 E. THAYER MOUNT PROSPECT, IL 60056	<b>INSURER A:</b> PEKIN INSURANCE	
	<b>INSURER B:</b> LLOYDS OF LONDON	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PER ELEVATOR <b>AGGREGATE</b> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X CL0077142  CONTINUOUS	07/08/2016	07/08/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PHYS. DAMAGE	X	00P629874 CONTINUOUS	07/08/2016	07/08/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	X	CU22046	07/08/2016	07/08/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A X 00WC70430 CONTINUOUS	07/08/2016	07/08/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>PROFESSIONAL LIAB.</b>		B34540024 CONTINUOUS	07/05/2016	07/05/2017	EA. CLAIM 2,000,000 AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**THE VILLAGE OF LOMBARD, ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES AND ASSIGNS ARE NAMED ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO ANY INSURANCE OR SELF-INSURANCE PROGRAMS COVERING THE VILLAGE OF LOMBARD, ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES AND ASSIGNS.**

<b>CERTIFICATE HOLDER</b>  LOMBAR1  VILLAGE OF LOMBARD 255 E. WILSON AVENUE LOMBARD, IL 60148	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE THOMAS J. BUTERA 
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