COUNTY OF KANE

Christopher J. Lauzen Kane County Board Chairman



Kane County Government Center 719 South Batavia Avenue Geneva, IL 60134 P: (630) 232-5930 F: (630) 232-9188 <u>clauzen@kanecoboard.org</u> www.countyofkane.org

DOCUMENT VET SHEET

for Christopher J. Lauzen Chairman, Kane County Board

Name of Document:	Preventive Elevator Ma (Urban Elevator)	intenance and Inspection Servi	ice Resolution No.:13-238	
Submitted by:	Chris Rossman	Dept. Head Signature:	Theat-	
Date Submitted:	August 22, 2013	Dept. Head Sign-off Date:	\$26/13	
Examined by:	(Print name)	ilves	- RECEIVE	D
	(Signature)	£2	AUG 2'9 2013	
	V (129/1	2	KANE COUNTY BOA	
	(Date)	(all)		

Comments:

The Department of Facilities, Development & Environmental Resources requires this contract for the preventive maintenance and inspection of elevators at County facilities. The Kane County Board authorized the Chairman to enter into a contract per Resolution 13-238.

Please notify the Purchasing Office when Offer to Contract is ready to be picked up or requires additional information.

Attachments: Resolution 13-238, Purchasing Synopsis, and Offer to Contract.

Chairman signed:	YES NO	S/31/2013 (Date)
Document returne	ed to: $\frac{C Radaman}{(\text{Name/Department})}$	

Rev. 05/2013

COUNTY OF KANE

RESOLUTION NO. 13 - 238

AUTHORIZING A CONTRACT FOR ELEVATOR PREVENTATIVE MAINTENANCE SERVICES FOR COUNTY FACILITIES

WHEREAS, bids have been solicited and received for elevator preventative maintenance for County facilities for a two year contract period with a mutual option for a two, one year contract renewals; and

WHEREAS, the lowest responsible bidder as per specifications was Urban Elevator Inc, for elevator preventative maintenance services for 23 elevators and 1 chair lift located at the following complexes; Government Center, 3rd Street Courthouse, Judicial Center, Juvenile Justice Center, Aurora Health Department (1240 Highland Avenue), Child Advocacy Center, and the Adult Justice Center (Sheriff's Office and Corrections) for the sum of Two Thousand, Eight Hundred and Thirty Five Dollars (\$2,835.00) per month. Additional annual testing to be completed under this contract includes rope test and pressure test for Eighteen Thousand, Three Hundred and Sixty Dollars (\$18,360.00) per year. Total annual cost of said contract is Fifty Two Thousand, Seven Hundred and Four Dollars (\$52,704.00). Appropriate funds have been budgeted and are available for this expenditure in the Building Management budget; and

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman of the Board is authorized to enter into a two year contract with a mutual option for a two, one year contract renewals with Urban Elevator Inc. of Cicero, IL. for elevator preventative maintenance services at a cost of Fifty Two Thousand, Seven Hundred and Four Dollars (\$52,704.00) per year. Funds to be paid from the Building Management budget.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
001-080-080-52110 001-080-081-52110 001-080-082-52110 001-080-083-52110 001-080-084-52110 001-080-085-52110 001-080-085-52110	Contractual	Yes 2013 Budget	Yes	

Passed by the Kane County Board on August 13, 2013.

Christopher J. Lauzen Chairman, County Board Kane County, Illinois

ohn A. Cunningham Clerk, County Board Kane County, Illinois

Vote:	
Yes	a
No	, c
Voice	J
Abstentions	
8Elevator	



County of Kane PURCHASING DEPARTMENT KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A. Geneva, Illinois 60134



Telephone: (630) 232-5929 Fax: (630) 208-5107

May 24, 2013

PROCUREMENT SYNOPSIS

Requesting Department:	Building Management	
Procurement Name:	21-013 Elevator Maintenance and Inspection Service	
Recommended Vendor:	Urban Elevator Service, LLC	

NOTIFICATION AND RESPONSE

Public Notices:
• County of Kane's Web site • The CHRONICLE

Advertising Date:	April 30, 2013	Notices sent/Plan holder: 25/14
Bid Due Date:	May 17, 2013	Proposal Received/Previous Contract: 12/9

PURPOSE

This contract provide monthly preventive elevator maintenance and inspection services of (23) elevators and (1) lift chair at various County building including; Judicial Center, Building A, B, C, Sheriff's Office, New Jail, Third Street Court house, JJC, Health, Child Advocacy Center, and ROE. This is a two (2) year contract with mutual option for two (2) renewable periods.

TABULATION:

Vendors	Monthly Cost	Annual Cost for	•	nual Testing vators)	Annual Contract	Total Cost - 2
	10 Locations	Maintenance	Rope Test	Pressure Test	Cost	year Contract
Urban Elevator	\$2,835	\$34,200	\$15,480	\$2,880	\$52,740	\$105,408 (*)
Great Lakes Elevator	\$2,850	\$34,380	\$16,752	\$3,528	\$54,480	\$108,960
Advance Elevator	\$2,882	\$34,584	\$23,280	\$2,640	\$60,504	\$121,008
Anderson Elevator	\$4,131	\$49,572	\$17,160	\$5,280	\$72,012	\$144,024
Elite Elevator	\$4,320	\$50,760	\$18,000	\$7,680	\$76,440	\$152,880
OTIS Elevator	\$5,335	\$64,020	\$10,464	\$5,232	\$79,716	\$159,432
Colley Elevator	\$3,675	\$44,100	\$34,752	\$20,400	\$99,252	\$198,504
Suburban Elevator	\$4,238	\$50,856	\$57,600	\$6,600	\$115,056	\$230,112
Schindler Elevator	\$3,300	\$39,600	No bid	No bid	Incompl	ete Bid

*Depend on number of required optional testing and service call, actual cost of contract may be different than above tabulation. See attached bid tab.

Urban Elevator offer no cost increase when compared to their previous 2009 contract. When compared the overall cost of all vendors which includes rope and pressure testing, regular hour and overtime service call, Urban Elevator is most responsive responsible bidder.

Building Management is happy with Urban Elevator's performance and services provided to the County.

Based on vendor's qualification, experience, cost, and compliance, staff recommends awarding this service contract to Urban Elevator, pending Building Management's approval.

Submitted By: Tim Keovongsak, Buyer Purchasing Department

Sealed Bid 21-013 Elevator Maintenance Offer to Contract Form Page 1 of 4

KANE COUNTY

OFFER TO CONTRACT FORM For BID 21-013 ELEVATOR MAINTENANCE

Bid Due Date & Time:

FRIDAY, MAY 17, 2013, AT 4:00 P.M.

To: County of Kane (Purchasing Department) Kane County Government Center, Bldg. A. 719 S. Batavia Ave. Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: Urban Elevator Service, Inc.

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.

1. The Vendor has examined the Contractor Disclosure section of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or countywide elected officer, and ownership interest in entity greater than five percent.

- B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Scope of Work, including the Specifications, and the following addenda: No.__N/A__, No._____, No._____, (Contractor to acknowledge addenda here)
 - B. The site and locality has been examined where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Contractor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.
 - D. To systematically maintain elevators and testing requirements in compliance to ASME A17.1 Code, and all local and state regulation of Safety Code for Elevators and Escalators.

III. <u>BASE BID</u>			21-013 Elevator Maintenance to Contract Form Page 2 of 4
Location 1 - JUDICIAL CENTER 37W777 Rt. 38 St. Charles, IL, per specification Total cost to provide all services as listed is:	\$	690.00	per month
			pormonti
Location 2 - Government Center Building 6 719 S. Batavia Ave., Bldg. A Geneva, IL, per spec Total cost to provide all services as listed is:		135.00	per month
Location 3 - Government Center Building '			
719 S. Batavia Ave., Bldg. B Geneva, IL, per Total cost to provide all services as listed is:	-	ation 115.00	per month
Location 4 - Government Center Building ' 719 S. Batavia Ave., Bldg. C Geneva, IL, per spec Total cost to provide all services as listed is:	cification		per month
Location 5 – Third Street Court House 100 S. Third St. Geneva, IL, per specification Total cost to provide all services as listed is:	\$	115.00	per month
Location 6 – Sheriff's Office & Jail 37W755-A IL Rt. 38 St. Charles, IL, per specificat Total cost to provide all services as listed is:	ion \$	1,150.00	per month
Location 7 - Juvenile Justice Center 37W655 Rt. 38, St. Charles, IL, per specification Total cost to provide all services as listed is:	\$	230.00	per month
Location 8 - Aurora Health Department 1240 N. Highland Ave., Aurora, IL, per specificatio Total cost to provide all services as listed is:		115.00	per month
Location 9 – Kane County Child Advocacy			
427 W. Campbell St. Geneva, IL, per specification Total cost to provide all services as listed is:	ו \$	115.00	per month

Location 10 – Kane County Regional School Office

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Total cost to provide all services as listed is:	\$ 85.00	per month
(Locations 1-10) TOTAL MONTHLY COST (LOCATIONS 1-9) :	\$ 2,865.00	per month
TOTAL LUMP SUM COST FOR 24 MONTHS:	\$ 68,760.00	

Our labor billing rate is as follow:

Regular labor (6:00 a.m. – 4:30 p.m.)	\$ 129.00	per hour
Overtime labor (weekday after 4:30 p.m.)	\$ 195.00	per hour
Overtime labor (weekends/holidays)	\$ 240.00	per hour

IV. Option 1: Testing

Cost to test Elevator Cable, Governor, and Load Capacity per elevator at each location is:

 Rope Test:
 \$ _____645.00

 Pressure Test:
 \$ _____120.00

V. <u>Option 2:</u> Elevator hoist cable replacement including cable lubricator at Kane County Judicial Center.

Total cost for elevators hoist cable replacement is:

\$ 18,775.00 (Two Elevators) \$9,387.00 (One Elevator)

Parts Discount: <u>10</u>% (Optional)

VI. 2013 Fee schedules based on Third Party Qualified Elevator Inspector witnessing for mandate testing:

Safety Testing	Straight Time Cost Elevator (6:00 a.m. to 4:30 p.m.)	Overtime Cost Elevator
Hydraulic Pressure Relief Test	\$200.00 per hour	\$400 per hour
Traction No-Load Test	\$200 per hour	\$400 per hour
5-Year Full Load Test (if required)	\$200 per hour	\$400 per hour

ADDITIONAL COMMENTS:

The after mentioned 2013 fee schedules for 3rd party qualified elevator witnessing are provided for informational

purposes only and are subject to change. Option 1: Testing labor billing rates are also provided for informational

purposes only. Rates are not provided nor intended as a potential deduction from the enclosed elevator

maintenance bid, etc.

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract not withstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. Each location and option can be awarded separately. This is a two (2) year contract with option to extend for two (2) additional one year periods, if mutually agreed upon by bother parties. THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.

Signature	Typed Signature
Company Urban Elevator Service, Inc.	
Address 4830 W. 16th Street, Cicero, IL 60804	4
Phone #	Fax #
Federal I.D./Social Security # 36-3612264	Date <u>5/17/13</u>

ACCEPTANCE

The Offer is hereby accepted for the following services:

• Elevator Maintenance

The Vendor is bound to sell the materials and services listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specification, amendments, and the Vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number 21-013. The Vendor has been cautioned not to commence any billable work or to provide any materials or services until this Vendor receives a purchase order and or notice to proceed.

Christopher J. Lauzen Chairman, County Board Kane County. Illinois

8-31-13

Date

INSTRUCTIONS TO BIDDERS

COUNTY OF KANE COMPETITIVE SELECTION PROCEDURE - BID TERMS AND CONDITIONS

- 1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
- 2. **BID OPENING**. Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
- 3. **BID PREPARATION**. Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
- 4. **BID ENVELOPES**. Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
- 5. **ERRORS IN BIDS**. Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case or error in the extension of prices in the bid, the unit prices will govern.
- 6. **RESERVED RIGHTS**. The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has ninety (90) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
- 7. **INCURRED COSTS**. The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
- 8. AWARD. It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

- 9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
- 10. **PRICING**. The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
- 11. **DISCOUNTS**. Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
- 12. **TAXES**. Kane County is not subject to Federal Excise Tax. Per Illinois Revised Statutes, Chapter 120, Paragraph 441: Kane County is exempt from state and local taxes.
- 13. **SPECIFICATIONS**. Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
- 14. **SAMPLES**. Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
- 15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**. Bidders shall promptly notify the County of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
- 16. **VARIANCES**. State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
- 17. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and /or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Seller's performance thereunder.

- 18. **DEFAULT**. Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.
- 19. **INSPECTION**. Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
- 20. WARRANTY. Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

- 21. **REGULATORY COMPLIANCE**. Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
- 22. **EQUAL EMPLOYMENT OPPORTUNITY**. The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the county of and in all bid specifications therefore furnished by the county to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment.

We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81: Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

23. **PREVAILING WAGE RATES**

WHEREAS, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less that the general prevailing hurly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work.

PREVAILING WAGE ACT AMENDMENT: HB-1855 (PA 095-0635) amends the Prevailing Wage Act and requires Public Works contractors, before work commences, to file with the Public Body, certification that they have a substance abuse program and provide drug testing. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or if bids are not solicited for the contract to perform such work entered into on or after January 1, 2008. The provisions of this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.

Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <u>http://www.state.il.us/agency/idol/.</u> Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any contact within the purview of this resolution or of the Illinois Prevailing Wage Act shall provide that any contractor will employ apprentices who are properly indentured into a **Joint Apprenticeship Training Program** which is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training.

Failure to comply with the request for information or documentation will be construed as a material breach of the contract enabling the County to terminate the contract, seek forfeiture of any performance bond, and proceed with any other remedy against the contractor at law or inequity.

- 24. **ROYALTIES AND PATENTS**. Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.
- 25. **LAW GOVERNING**. This contract shall be governed by and construed according to the laws of the State of Illinois.

26. **ELIGIBILITY**. By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

27. CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder <u>and</u> as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$2,000,000

- d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.
- e) Umbrella Liability:

Aggregate Limits

\$2,000,000

Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

28. CONTRACTOR DISCLOSURE

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the contract of the contracting person, and political action committees to which the contracting person has made contributions.
- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
 - (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
 - (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
 - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.
 - (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

STATEMENT OF WORK For ELEVATOR MAINTENANCE

I. <u>OVERVIEW</u>

The County of Kane is seeking to retain the service from a qualified and experienced Vendor, for monthly preventive maintenance and inspection of elevators at various County buildings. This is a two (2) year contract with mutual option to extend for two (2) additional one (1) year periods.

II. SPECIFICATION

A. Information and Service Requirements

- 1. Contractor shall recognize that this is a public facility and appropriate manner is expected; safety of the worker and public must be kept in mind at all times.
- 2. Contractor shall be licensed to operate in the State of Illinois.
- 3. Contractors shall have at least 5 years of experience pertaining elevators under this bid and shall have thorough knowledge and understanding of elevator controls, elevator power units, cylinder assemblies, cables, and other products of hydraulic and traction elevators.
- 4. Contractor shall have full time electrical engineers and design staff to support all field personnel at all time.
- 5. The response time for elevator callbacks shall be as follows: Approximately two hours for non-emergency calls and one hour for emergency service calls. Quick response is critical.
- 6. To systematically maintain elevators and testing requirements in compliance and conform to ASME A17.1 Code, all local and state regulation of Safety Code for Elevators and Escalators.
- 7. Contractor shall have trained field technician or personnel on site with the ability to perform the required repair services in a rapid manner, and must be directly employed by contractor.
- 8. Contractor shall have sufficient replacement parts for the hydraulic and traction elevators listed on this bid.
- 9. Contractor shall provide a telephone number and contact information (7 days per week, 24 hours per day) for non-scheduled and emergency services.

II. SPECIFICATION Cont'd

- 10. Contractor shall keep a maintenance service log chart in the equipment room. The check chart shall be completed each month, which contain oil usage, record of finish services, tests, maintenance performed, and indicate or recommend any repair and parts replacement.
- 11. All works shall be inspected by a certified Qualified Elevator Inspector, and upon completion, contractor shall immediately correct any deficiencies.
- 12. Contractor shall have two scheduled training sessions per year on elevator safety with County maintenance personnel.

B. <u>Elevator Service and Maintenance Requirements</u>

- 1. The selected contractor shall provide the monthly preventive elevator maintenance services listed below. usina skilled elevator maintenance technician personnel under contractor's or supervision, providing all reasonable care and expertise to see that the elevator's equipment is safe and systematically maintained in proper operating condition.
- 2. Contractor will regularly and systematically examine, adjust, lubricate, and whenever required by the wear and tear of normal elevator use, repair or replace if conditions warrant for the following:

a. For Hydraulic Elevators

- i. Elevator pumps, pump motors, control valves, hydraulic fluid tanks, mufflers, gear oil.
- ii. Plunger packing and exposed piping.
- iii. Controller, selector, relays, solid-state components, resistors, transformers, and control fuses, main line fuses, any other computer equipment.
- iv. Hoistway door interlocks, hangers, gibs and closers, hoist and generator brushes, holder.
- v. Any car door operators, hangers, contacts and door protective devices.
- vi. Car guide shoes, gibs or rollers, selector tapes and parts.

II. SPECIFICATION Cont'd

- vii. Relamp all signals when required during regular service.
- vii. No load pressure test.
- ix. Elevator machine brake pads.

b. <u>For Traction Elevators</u>

- i. Machine, worms, gear, thrusts, bearings, break coils and brake linings.
- ii. Motor, generator, windings, rotating elements, commentators and brushes.
- iii. Controller, selector, relays, solid-state components, resistors, transformers, and computer equipment.
- iv. Governor, governor sheave, bearings and jaws.
- v. Hoistway door interlocks, hangers, gibs and closers.
- vi. Any car door operators, hangers, contacts and door protective devices.
- vii. Car and counter weight guide shoe, gibs or rollers.
- viii. Periodically examine all safety devices and governors, and equalize tension on all hoisting ropes.
- ix. Renew all wire ropes as often as, in your judgment, is necessary to maintain an adequate factor of safety and repair or replace conductor cables.
- x. Relamp all signals when required during regular service.
- C. Contractor shall furnish all parts, tools, equipment, lubricants, cleaning compounds and cleaning equipment required for the maintenance of elevators.
- D. Contractor shall periodically examine and test the hydraulic system, governor, safeties and buffers on the equipment, at contractor's expense, as outlined in the American National Standard Institute, Safety Code for Elevators and Escalators (ASME A17.1 code), and current edition as of the date this bid is awarded.
- **E**. No items are to be prorated.

II. SPECIFICATION Cont'd

- F. The two (2) traction elevators located at the Judicial Center have the Dover Micro Light Door Protection System. The system consists of 40 infrared light beams from the door sill to a height of 6 feet, and beams are located every 1.8 inches apart. The selected vendor must be able to provide all necessary maintenance on these systems as well as the capability to repair the system when needed.
- **G**. Contractor will provide all work during normal working hours (6:00 a.m. to 4:30 p.m.) on normal working days. Services at all locations shall be before 8:30 a.m. and after 4:30 p.m., except in emergency situations.
- H. Any major repairs that are planned replacements will be scheduled with the maintenance supervisor before the commencement of work. Any additional charges must be itemized separately from the monthly elevator preventive maintenance charges. All additional work, equipment replaced and or repaired must be warranty for a period of twelve months.
 - 1. All approved repair work (other than specified monthly preventive and maintenance and inspection services) will be subject to the Prevailing Wage Act as specified in the Instruction to Bidders, Section 23.
 - a. A certified payroll shall be submitted for all repair work.

III. PRICING

- A. The monthly cost for preventive maintenance and inspection services shall include parts, labor, and materials necessary to systematically maintain the elevators, providing and performing at safe optimal operating conditions.
- B. Any additional charges, recommend repair services, elevator replacement parts, equipment, and or any repaired not covered under the monthly preventive cost, must be approved first. The approved additional service or repair charge is to be bill separately from monthly preventive elevator maintenance charge.
- C. Contractor shall include pricing schedules for the 2013 Safety Testing based on Third Party QEI (Qualified Elevator Inspector) Witnessing Fee.
- D. Contractor may propose an alternate systematic elevator maintenance service procedures or requirements, schedules of services, and programs other than specified, that are more beneficial, and cost effective to the County.

IV.	BASE BID	
	Location - 1	KANE COUNTY JUDICIAL CENTER 37W777 Route 38, St. Charles, IL 60175 Two (2) Dover Traction Passenger Elevators Serial No. C-C8983/84
		Four (4) Dover "Oil-draulic" Passenger Elevators Serial No. E-C8985/88
	Location - 2	KANE COUNTY GOVERNMENT CENTER, BUILDING "A" 719 Batavia Ave, Geneva, IL 60134 One (1) Hydraulic Passenger Elevator
	Location - 3	KANE COUNTY GOVERNMENT CENTER, BUILDING "B" 719 Batavia Ave, Geneva, IL 60134 One (1) Hydraulic Passenger Elevator
	Location - 4	KANE COUNTY GOVERNMENT CENTER, BUILDING "C" 719 Batavia Ave, Geneva, IL 60134 One (1) Montgomery – Hydraulic Passenger Elevator
	Location – 5	KANE COUNTY THIRD STREET COURTHOUSE 100 S. 3rd, Geneva, IL 60134 One (1) Otis – Hydraulic Passenger Elevator Machine No. 261629
	Location - 6	SHERIFF'S OFFICE & JAIL 37W755-A IL Rt. 38 St. Charles, IL, 60175 Ten (10) Otis – Hydraulic Passenger Elevators
	Location – 7	KANE COUNTY JUVENILE JUSTICE CENTER 37W655 Rt. 38, St. Charles, IL 60175 Two (2) Dover – Hydraulic Passenger Elevators
	Location – 8	KANE COUNTY HEALTH DEPARTMENT 1240 N. Highland Ave. Aurora, IL 60506 One (1) Hydraulic Passenger Elevators
	Location – 9	KANE COUNTY CHILD ADVOCACY CENTER 427 West Campbell St. Geneva, IL 60134 One (1) Hydraulic Passenger Elevators - 3 Stop, 2000I lbs.
	Location – 10	KANE COUNTY REGIONAL SCHOOL OFFICE 210 S. Sixth St. Geneva, IL 60134 One (1) Passenger Chair Lift.

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V. Option 1: Testing

Contractor to provide cost for testing of cable, governor on traction elevator, and load capacity on both traction and hydraulic elevator at each location on as needs basis.

VI. Option - 2 Hoist Replacements for Dover traction passenger elevator

Provide total cost for complete service and replacement of elevator hoist cable on Two (2) Dover Traction Passenger Elevators - Serial No. C-C8983/84, if needed at following location:

Kane County Judicial Center 37W777 Route 38, St. Charles, IL 60175

The required services for traction elevators when needed are:

- A. Replace main hoist cable on both passenger elevators.
- B. Contractor shall provide barricades of not less than six feet in height with a lockable door, from both inside and outside, at each work elevator landing.
- C. Contractor shall protect the lobby floor in the work areas, and provide proper rigging materials to perform the work.
- D. Contractor must provide only the finest in elevator hoist cables. The cables shall be in the same number type and diameter as the present hoist cables. Cables that wear prematurely will be immediately replaced under the warranty.
- E. Contractor shall provide proper materials secure cables ends to present shackles.
- F. Contractor shall provide proper elevator run-by as per code.
- G. Contractor shall properly tension all hoist cables.
- H. Contractor shall clean all work areas, car top, hoistway, pit and machine room.
- I. Contractor shall perform a full load safety test on each elevator.
- J. Contractor shall remove all old cables and his work material.
- K. All work shall conform to ASME A17.1 Code for elevators and any other State and Local codes.
- L. All works shall be inspect upon completion and shall immediately correct any deficiencies.
- M. Contractor shall warrant all works perform for a period of one year.
- N. Installation of cable lubricators.

VII. <u>CONTRACT</u>:

A. Contract Terms:

This is a two (2) years contract with option to extend for two (2) additional one year renewal periods, if mutually agreed upon by both parties. This contract is contingent on the appropriation of sufficient funds. Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands. Contractor shall reference to Statement of Work, for contract commencement date.

B. Illinois Non-Appropriation Clause:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given a 30-day notice of intent to cancel.

C. Termination for Clause:

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to set off for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services.

In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase. In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute. Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

VIII. SPECIAL CONDITIONS:

A. Instruction

Site Visit and Inventory Inspection

Vendor is encouraged to attend a one day site visit of the facility and to fully inspect and take inventory of all equipment listed on this bid before submitting their response. The site visit is scheduled on <u>Thursday, May 9, 2013 at 1:30</u> <u>p.m.</u>, at Kane Juvenile Judicial Center at 37W777 Rt. 38 Saint Charles, IL 60175. Please report to the front entrance lobby.

An original, marked as "original" bid (with submittal requirements), one complete paper copies and one PDF copy on a CD shall be returned in a sealed package bearing the name and address of the respondent and be labeled "21-013 Elevator Maintenance" Your Bid may be mailed or hand delivered to:

County of Kane Purchasing Department Building (A) Room 210 719 South Batavia Avenue Geneva, IL 60134

ALL QUESTIONS PERTAINING TO THIS BID AND THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET. NO LATER THAN <u>MAY 2, 2013, FAX AND E-MAIL ACCEPTABLE.</u> PROPOSALS MAY NOT BE SUBMITTED ELECTRONICALLY.

FAX to (630) 208-5107 or keovongsaktimothy@co.kane.il.us

REQUIRED CONTACT INFORMATION

Vendor shall provide following contacts information solely for Kane County account.

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Customer Service/General Information: Ph: 708-656-5512						
County Account Rep	oresentat	tive: Thomas E. Cook				
	Ph: _	708-545-7791	Fax: <u>708-416-4503</u>			
	E-mail:	tomcook@urbanelevator.com				
Alternate Co	ntact Na	me: Mark Kosiara				
	Ph: _	312-617-4379	_Fax:			
	E-mail:	markkosiara@urbanelevator.co	om			
Billing & Invoicing q	uestion:					
	Name:_	Steve Spacucello				
	Ph: _	708-656-5512				
	E-mail:	sspacucello@urbanelevator.con	1			
Operation: Super	visor					
	Name:_	Mark Kosiara				
	Ph: _	708-656-5512				
	E-mail:	markkosiara@urbanelevator.co	m			
24-hours answering service:						
	Ph:	708-656-5512				

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: VL

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COMMERCIAL GENERAL LIABILITY CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

SEE IH12011185

Location(s) Of Covered Operations SEE IH12011185

information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) ororganization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. B. With respect to the insurance afforded to these additional---insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

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Page 1 of 1

POLICY NUMBER: 13 UEN 0J7029



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FORM CG20370704, ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

COMMERCIAL GENERAL LIABILITY COVERAGE PART

FORM CG20370704, ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS, IS HEREBY AMENDED TO READ AS FOLLOWS:

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S): ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU HAVE AGREED THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY UNDER:

- 1. A WRITTEN CONTRACT OR AGREEMENT THAT IS IN EFFECT DURING THE TERM OF THIS POLICY AND SUCH CONTRACT IS ENTERED INTO PRIOR TO THE "OCCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY"; OR,
- 2. AN ORAL CONTRACT OR AN ORAL AGREEMENT WITH A PERSON OR ORGANIZATION WHERE A CERTIFICATE OF INSURANCE SHOWING THAT PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED HAS BEEN ISSUED; AND SUCH ORAL CONTRACT OR ORAL AGREEMENT IS IN EFFECT DURING THE TERM OF THIS POLICY AND SUCH CONTRACT IS ENTERED INTO PRIOR TO THE "OCCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY";

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS: ANY LOCATION WITHIN THE "COVERAGE TERRITORY", AND FOR ALL COMPLETED OPERATIONS,

Form IH 12 01 11 85 SEQ. NO. 03 Printed in U.S.A.

COMMERCIAL GENERAL LIABILITY CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEE IH12011185

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Location And Description Of Completed Operations

SEE IH12011185

Information regulized to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "productscompleted operations hazard".

CG 20 37 07 04

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Page 1 of 1

POLICY NUMBER: 13 UEN 0J7029

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COMMERCIAL GENERAL LIABILITY COVERAGE PART		
FORM CG20100704, ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION, IS HEREBY AMENDED READ AS FOLLOWS:		
NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S): ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU HAVE AGREED THAT SUCH PERSON OR ORGANIZATION BE ADDED AS ADDITIONAL INSURED ON YOUR POLICY UNDER:		
1. A WRITTEN CONTRACT OR AGREEMENT THAT IS IN EFFECT DURING THE T OF THIS POLICY AND SUCH CONTRACT IS ENTERED INTO PRIOR TO THE "OCCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY"; OR.	'ERM	
OR, 2. AN ORAL CONTRACT OR ORAL AGREEMENT WITH A PERSON OR ORGANIZATI WHEN A CERTIFICATE OF INSURANCE SHOWING THAT PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED HAS BEEN ISSUED; AND SUCH ORAL CONTRACT OR ORAL AGREEMENT IS IN EFFECT DURING THE 1 OF THIS FOLICY AND IS ENTERED INTO PRIOR TO THE "OCCURRENCE"	merm .	
ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY."		

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CABEFULLY.

LOCATION(S) OF COVERED OPERATIONS: ANY LOCATION WITHIN THE "COVERAGE TERRITORY"

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO AMENDMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A.) BLANKET ADDITIONAL INSURED

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SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

d. Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- SECTION II LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:
 - e. Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:
 - (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
 - (2) Any organization you acquire or form will not be considered an "insured" if:
 - A. The organization is a partnership or a joint venture; or
 - B. That organization is covered under other similar insurance.
 - (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

C. SUBSIDIARIES AS INSUREDS

SECTION II – LIABILITY COVERAGE, A.1. Who is An Insured is amended by adding the following:

f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability. D. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

E. PHYSICAL DAMAGE - TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, -subject to the following:

- a. Up to \$100 each time a covered "auto" of the ' private passenger type is disabled; or
- **b.** Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

F. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions subparagraph a. Transportation Expenses is replaced by the following:

(1) We will pay up to \$75 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss."