

Title	Administration Center	04/15/2024
	by Ben Rea in Member District ADA Project Request	id. 46226324
	410 N. Arlington Heights Road Arlington Heights, Illinois 60004 United States 8475067145 ada@ahpd.org	

Original Submission 04/15/2024

Score	n/a
Name	John Kramer
Job Title	Director of Parks & Planning
E-mail Address	jkramer@ahpd.org
Phone Number	8475067145
Park District	Arlington Heights
Project Location	Administration Center
Project Status	Maintenance
Project Type	Routes and Surfaces
Routes and Surfaces- select a Project Category below:	Elevators
Benefits of the Project	Allows individuals with mobility issues continued access across all levels at the facility.
Items that will become ADA Compliant	The project provides continued access to every floor at the facility.
The project is designed or constructed, or applies human resources, to comply with:	The Illinois Accessibility Code

Upload Project Related Files, Photos, Videos or Audio

[NoticofAwardOtisElevatorAdCtr2024.pdf](#)

[Administration_Center_Modernization_Acknowledgment_Letter.docx](#)

Budget Table for ADA Related Expenses

[Budget Table.xlsx](#)

ADA Dollars Requested	30800.0
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Notes related to requested amount



March 20, 2024

Tony Landi
Otis Elevator Company
949 Oak Creek Drive
Lombard, IL 60148

Dear Tony,

Re: Notice of Award

After reviewing the proposal for the Administration Center elevator modernization, the Arlington Heights Park District Board of Commissioners has approved award of the contract to Otis Elevator Company in the amount of \$181,842. This includes the modernization for \$159,842 and the cab interior upgrade for \$22,000. Payment will be made via ACH unless notified otherwise. You will be provided a letter to assist with permitting in asking the Village of Arlington Heights to waive any fees related to this project. I understand that there will be an additional cost to the payment and performance bond.

Please provide:

- Payment & Performance Bonds
- One copy of signed Agreement- attached
- One copy of signed Certified Payroll Notification- attached

Jennifer Rogers, Superintendent of Parks Trades is your contact for any questions regarding the project. You can reach her at 847-506-4060 to set up a work schedule. She will get you access to the building/meet you at the work site.

If you have any billing questions, please give Sheila Cruz a call at (847) 577-3009 or by email at scruz@ahpd.org.

Thank you for accepting this project. We are eager to get this project started!

Sincerely,

John Kramer
Director of Parks and Planning

CC: Sheila Cruz
Jennifer Rogers
Alex Giannikoulis



ARLINGTON HEIGHTS PARK DISTRICT
PREVAILING WAGE ACT NOTIFICATION
CERTIFIED PAYROLL NOTIFICATION

To: **Otis Elevator Company**

Referencing our recent order for: Administration Center elevator modernization

Placed on: **March 20, 2024**

Notice is hereby given that as of January 1, 2010, and amended January 2012 and January 2013, Public Act 96-0437 requires written notification to contractors and subcontractors of the following:

This contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the ‘prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

Please submit copies of certified payroll records weekly or at the time of invoicing. Direct any questions about this contract to the following: Jennifer Rogers and 847-506-4060.

Invoices and Certified Payroll

Name: **Sheila Cruz**
Phone: 847-577-3009
E-mail: scruz@ahpd.org

Agreed to by: Otis Elevator Company

Name: _____ Title: _____ Date: _____
(Print and Signature)

AGREEMENT



This Agreement made this _____ day of March, 2024

by and between Otis Elevator Company, hereinafter called the "CONTRACTOR" and the ARLINGTON HEIGHTS PARK DISTRICT, hereinafter called the "PARK DISTRICT". WITNESSETH, that the CONTRACTOR and the PARK DISTRICT for the consideration stated herein agree as follows:

ARTICLE I – SCOPE OF WORK: The CONTRACTOR shall provide all of the materials and perform all of the work described in the specifications entitled:

Administration Center elevator modernization

and in strict accordance with the requirements of all of the component parts of this Agreement as noted under Article V, all of which are attached hereto and made a part hereof.

ARTICLE II – TIME OF COMPLETION: This work to be performed under this agreement shall be commenced immediately and shall be completed approximately September 2024.

ARTICLE III – CONTRACT PRICE: The PARK DISTRICT shall make payments to the CONTRACTOR for the completed performance of work included in this agreement in compliance with the prices as noted in the CONTRACTOR’S bid and in accord with any subsequent approved agreement change orders subject to all of the provisions of the component parts of this agreement.

Base Bid \$ 181,842

ARTICLE IV – COMPLIANCE WITH LAW: The CONTRACTOR shall comply with all statutes, rules and regulations of all Federal, State and Local Agencies having jurisdiction over the proposed improvement at the time the proposal was submitted to the PARK DISTRICT. Any and all costs associated in complying with said statutes, rules and regulations in effect at the time proposals were submitted and due shall be included within the costs of the proposal submitted.

ARTICLE V – COMPLIANCE WITH PREVAILING WAGE ACT: This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01-04 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. The prevailing rate of wages are revised by the Department of Labor and are available on the Department’s official website.

ARTICLE VI – COMPLIANCE WITH ADA: In addition to the obligations set forth in Article IV, the contractor confirms that the materials and/or products listed in the proposal for bid do comply with the Americans with Disabilities Act, Title II, the ADA Accessibility Guidelines, the Illinois Accessibility Code, and all rules and regulations promulgated with reference thereto. In addition, if the contractor is obligated by this agreement to install the materials and/or products, the contractor shall install the materials and/or products in compliance with the Americans with Disabilities Act, Title II, ADA Accessibility Guidelines, the Illinois Accessibility Code, and all rules and regulations promulgated with reference thereto. All costs of compliance with said statutes, rules and regulations in effect at the time the contractor submitted its bid have been included in the contract price.

ARTICLE VII – COMPONENT PARTS OF THIS AGREEMENT: This agreement consists of the following component parts, all of which are as fully a part of this agreement as if herein set out verbatim, or if not attached, as if attached hereto:

- This Agreement
- Contractor’s Certification
- Special Conditions
- Addenda, (if any)
- Construction Drawings

In the event that any provisions in any of the above component parts of the agreement conflict with any provision in any other component parts, the provision in the component part last enumerated above shall govern over any other component part which precedes it numerically, except as may otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in the original counterparts the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day, month and year first above written.

CONTRACTOR: Otis Elevator Company

Arlington Heights Park District

ADDRESS: 949 Oak Creek Drive, Lombard, IL 60148__

410 N. Arlington Hts. Rd., Arl Hts. IL 60004

SIGNATURE: _____ Title: _____

Signature: _____

Attest: _____ Title: _____

Title: _____

Attest: _____

****SEAL****

****SEAL****

ADDENDUM

This Addendum ("Addendum") is made to the Service Agreement (the "Agreement") by and between Otis Elevator Company an Illinois corporation ("Otis") and Arlington Heights Park District, an Illinois park district (the "District"). This Addendum modifies and supplements the Agreement. In the event of any conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall control. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

- A. **Indemnification**: The following language shall be added in its entirety to the Terms and Conditions of the Agreement as follows:

Otis agrees to indemnify the Customer, its directors, officers, and employees from and against all loss, liability, obligation, damage, penalty, cost, charge or expense (including reasonable attorneys' fees) which any of them may suffer, incur, or pay out by reason of, and to the extent of, any negligent, reckless or intentionally malicious act, error or omission of Otis, our employees, agents, subcontractor's and/or materialmen occurring during performance of the work in connection with the project, but not to the extent caused by others.

- B. **Contractor Certifications**: The following Exhibit A shall be added in its entirety as an Exhibit to the Agreement as follows:

EXHIBIT A

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.

- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.

- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.

- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ 90% Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons

submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

- I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- M. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) and, upon request of the Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: _____

Its: _____

STATE OF _____)

)SS

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that he executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: _____

(Notary Public)

(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Arlington Heights Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]**:

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____

Signature of Authorized Representative

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____

Signature of Authorized Representative

All other terms and conditions in the Agreement remain unchanged. The Agreement and this Addendum contain all of the terms and conditions agreed to by the parties with respect to the subject matter hereof, and no other alleged communications or agreements between the parties, written or otherwise, shall vary the terms hereof. Any modification of the Agreement must be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates set forth below.

Otis Elevator Company

ARLINGTON HEIGHTS PARK DISTRICT

By: _____

By: _____

Its: _____

Its: _____

ATTEST: _____

ATTEST: _____

Its: _____

Its: _____

Date: _____

Date: _____

OTIS ELEVATOR COMPANY (“Contractor”)	Contract Number: TBD
	Your Order Number: TBD
	Acknowledgement Date: March 25, 2024
ACKNOWLEDGMENT MODERNIZATION	Sold To: Arlington Heights Park District (“Park District” or “you”)
Thank you for your order. Please refer to our contract number in all correspondence. Address all inquiries to: OTIS ELEVATOR COMPANY	Job Location: Administration Center 410 N. Arlington Heights Road

Thank you for allowing Contractor the opportunity to do business with you. Contractor’s agreement to provide labor, services, and materials (collectively, the “Work”) is conditioned by the following terms in this document (hereinafter called, the “Acknowledgment”) and Contractor’s proposal dated [REDACTED] (the “Proposal”), both of which are incorporated herein by reference and made a part of the contract between Contractor and Park District. Collectively, the Acknowledgment, Proposal, and any other contract document agreed to between Contractor and Park District for the Work are hereinafter referred to as the “Contract”. In the event of a conflict between the Acknowledgment, Proposal, or any other document, the terms in this Acknowledgment control (the only exception to this is limited to if the terms of the Proposal give Contractor greater rights or protections, then in such limited instances, the Proposal controls). References to specific sections or articles below, if any, are not meant to limit the applicability of such modifications to only such sections or articles, to the extent that the modifications may also apply to other sections or articles of the Contract.

Contractor will accept the terms of the prime contract and contract documents only to the extent that those terms have been presented to Contractor and only to the extent they do not add to or conflict with this Acknowledgment or the Proposal.

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Contractor’s Work shall be performed in accordance with the applicable law, code, or regulation (collectively “Code”) in effect on the date that Contractor submitted to you it’s initial proposal and not any subsequently changed, amended, altered, or implemented Code.

AGREEMENT

Article III:

- a) A down payment of 50% is required at the execution of the Contract. The balance shall be paid on completion if the Work is completed within a thirty-day period. If the Work is not completed within a thirty-day period, monthly progress payments shall include the value of the Work performed and materials stored on or off site through the end of the particular month less a 5% retainage and the aggregate of previous payments. The retainage shall be paid when the Work is completed.
- b) Contractor does not agree to paid-when-paid, paid-if-paid, nor greater than net 30 payment terms.
- c) Contractor’s Proposal is based on a delivery date of XXXXX. If the delivery date is delayed ninety (90) calendar days or greater, Park District agrees to pay applicable factory material price increases. A fully executed change order and full payment of the price increase, in addition to full payment of the required down payment by Park District is required prior to the factory material being ordered and released. Additionally, if your project schedule changes and extends installation or completion of labor into a future year or year(s), Park District agrees to pay applicable labor escalation price increases. A fully executed change order regarding the labor escalation price increase must be executed prior to mobilization and the start of any Work.
- d) The purchase price in the Contract is subject to increase in the event of commodity, fuel, and/or shipping transportation costs increases.
- e) Any payment not made when due shall be subject to interest at the rate of one and one-half percent (1.5%) per month or the maximum permitted by law, whichever is less, plus reasonable attorney’s fees and collection costs.
- f) Contractor reserves the right to discontinue the Work at any time until payments shall have been made as agreed and Contractor has assurance satisfactory to it that subsequent payments will be made when due.
- g) Contractor agrees to provide lien waivers on Contractor’s standard forms with respect to work or material for which Contractor has been paid for in full.

Article IV, Exhibit A – Article B:

Contractor agrees to abide by Park District’s safety policy as long as said policy is not in conflict with Contractor’s safety policy(ies) or Contractor’s agreement with the International Union of Elevator Constructors (IUEC).

Park District agrees to provide Contractor with unrestricted ready and safe access to all areas in which any Work is performed and to keep all work areas free of excessive debris, waste, or hazardous materials. Further, Park District shall prohibit others from interfering with the Work.

Addendum - Article A:

Notwithstanding anything to the contrary, Contractor agrees to indemnify Park District for loss, damage, or penalty (collectively “Damage”) to the extent such Damage is solely caused by Contractor’s negligence, willful misconduct, or material breach of the Contract, but not to the extent caused by others. Contractor’s duty to indemnify does not include a duty to defend during the pendency of any claim or action as both parties shall defend themselves during the pendency of any claim or action.

Under no circumstances shall either party be liable for special, indirect, consequential or liquidated damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property. This limitation of liability also applies to indemnity of third-party claims.

EXHIBIT A

Article E, Article L, Article M, Substance Abuse Prevention Program Certification:

Contractor supports Park District’s efforts to maintain a safe and productive work environment; however, Contractor’s collective bargaining agreement with the IUEC prohibits Contractor from completing background checks, searches, or tests on Contractor employees in the IUEC bargaining unit. Therefore, Contractor cannot agree to authorize any party to complete criminal background checks, searches, or tests on any Contractor employees. Contractor will request IUEC represented employees furnishing Work for Park District to agree to voluntarily submit to a criminal background check and agrees not to staff with employees who do not consent to same to the extent that Park District requires background checks. Park District agrees to pay any and all costs associated with obtaining criminal background checks conducted. Subject to the forgoing, Contractor will take appropriate action in the event that Park District advises Contractor of any action by any of our employees that is contrary to the maintenance of a safe, healthy and productive workplace.

Article I:

The materials and components that comprise Contractor’s products are procured from a variety of sources located throughout the world, which allows Contractor to provide its customers with high quality equipment at competitive prices, but limits Contractor’s ability to meet certain percentages of M/W/DBE set aside goals. Contractor is committed to achieving diversity within Contractor’s workforce and in Contractor’s supply base, however, Contractor cannot commit to specific set aside targets in the Contract.

Article VIII (New Article):

Contractor shall not be liable for any loss, damage or delay nor be found to be in default or breach due to any cause beyond it’s reasonable control including, but not limited to, acts of God or nature; fire; explosion; theft; floods; water; weather; traffic conditions; transportation, material or labor disruptions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; cyber-security; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively “Causes Beyond Contractor’s Reasonable Control”). Contractor shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Contractor’s Reasonable Control. Contractor’s ability to maintain scheduled job progress is further conditioned upon the timely furnishing to Contractor by Park District of completed and code compliant hoistway(s) (wellways) and machine rooms, necessary approvals and power of proper characteristics for Contractor’s uninterrupted use.

Article IX (New Article):

Notwithstanding anything to the contrary, Contractor will supply an insurance certificate evidencing the insurance carried by Contractor conditioned on the understanding that it represents full compliance with all insurance requirements applying to Contractor for the Work on this project. Contractor does not provide copies of its insurance policies nor declaration pages, certified or otherwise, does not waive subrogation, and does not add others as additional insured. All limits and values related to coverage if any is provided to Park District shall be actual values without qualifying language such as “at least”, “not less than”, “no less than”, “minimum” or the like. Coverage,

if any, will be on an occurrence basis. Coverage limits may be achieved through a combination of underlying and excess policies. Umbrella limits, if any, will be on a stand-alone, not follow-form basis. Renewal certificates will be provided during the term of the Contract. In lieu of adding parties as additional insured, such parties shall be named insured on an Owner's and Contractor's Protective (OCP) Liability policy with a limit of \$2,000,000.

Contractor shall not be required to comply with requirements from third party vendors of any kind including without limitation insurance compliance vendors nor shall Contractor be responsible for any costs associated with same.

Park District shall maintain "Builder's Risk" insurance upon the full value of our Work and material delivered to the job site, at no cost to Contractor.

If the project is covered by an Owner/Contractor Controlled Insurance Program ("CIP"), Contractor agrees to participate provided it is at no cost to Contractor and subject to Contractor's review and express acceptance of the proposed program. Any CIP requirement which violates or is counter to the intent of any condition found in any of Contractor's labor agreement(s) is immediately void and unenforceable. In the event Contractor enrolls in any CIP program, the OCP is waived and Contractor will *add* (not name) others as Additional Insured for off-site operations only. Policies, Declaration Pages, and any rating information related to Contractor's liability insurance has been deemed proprietary and will not be shared with third parties. Contractor does not allow credits, deducts, deductibles or the reduction of its goods and services in exchange for participation. Contractor does not provide professional liability coverage.

ASBESTOS / HAZARDOUS MATERIAL

Park District agrees to immediately notify Contractor if Park District is aware or becomes aware of the existence of asbestos or other hazardous material in any place where Contractor's personnel are or may be required to perform services. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous material, Park District agrees to be responsible for such abatement, encapsulation or removal, and any governmental reporting, and in such event Contractor shall be entitled to (i) delay its Work until it is determined to Contractor's satisfaction that no hazard exists and (ii) compensation for delays encountered.

WC IMMUNITY

Contractor does not waive its rights to immunity under worker's compensation, disability or employee benefits acts or laws.

WARRANTY

Contractor's warranty only covers defective material and workmanship for a period that shall not extend longer than one (1) year from the date of completion of each elevator or escalator equipment or acceptance thereof by beneficial use, whichever is the earlier, of each elevator or escalator equipment. Contractor's duty and Park District's remedy under this warranty are limited to Contractor correcting a covered defect that Park District reports to Contractor within the warranty period which, at Contractor's option, Contractor will repair or replace, provided all payments due under the terms of the Contract have been made in full. This warranty excludes ordinary wear and tear and any damage due to Causes Beyond Contractor's Reasonable Control. Warranty work will be completed during the local Contractor office's regular business hours and excludes local area Union holidays. Should any warranty work be performed outside of these regular business hours, the Park District will be responsible for the premium portion of labor at Contractor's standard service billing rates. THIS EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BONDS

Contractor will provide surety bond(s) in the form provided by Contractor's surety at no cost to Contractor, if required. This is in lieu of participation in any type of surety wrap-up or Subguard program.

TOOLS

Park District shall not have the right to take possession of Contractor's tools, machinery or equipment unless Park District has paid in full for such materials and Contractor has expressly agreed to the sale of such materials in writing.

CHANGES

Subject to the provisions of this Acknowledgment regarding price adjustments, the Work is to be performed for a fixed price at the amount indicated in the Contract. Contractor shall be entitled to an equitable adjustment in price and/or time for performance, as applicable, for changes in scope of work, or compression, acceleration, delay or inefficiency outside of Contractor's control. If Contractor is directed by Park District to furnish any labor, service, or material that is outside of the mutually agreed upon scope of Work of the Contract ("Out of Scope Work"), Contractor may, at its discretion, agree to perform such Out of Scope Work (1) subject to receipt of a written notice to proceed prior to commencement of any such Out of Scope Work; and (2) contingent upon receipt of a mutually agreed upon and executed change order within thirty (30) calendar days of such written notice to proceed. In such instances where Contractor agrees to perform such Out of Scope Work, if the parties are unable to agree to terms that lead to the issuance of a mutually agreed upon and executed change order within such thirty (30) day period, Contractor may suspend the Out of Scope Work, without default or penalty to Contractor and Contractor reserves the right to seek reasonable compensation for any such Out of Scope

Work performed but not paid. Contractor shall not be liable for any project delay or damage, including but not limited to liquidated or consequential damages, associated with a delay in the issuance of a mutually agreed upon and executed change order.

TERMINATION

The Contract may be terminated for default only and provided that Contractor is first allowed ten (10) days to commence to cure the deficiency upon receipt by Contractor of written notice specifying in detail the deficiency. In the event the Contract is terminated through no fault of Contractor, Park District agrees to pay for all material furnished, or manufactured, and labor performed up to the date of termination, including a reasonable margin.

In the event Park District sells the building or its interest is terminated prior to the expiration of the Contract, Park District agrees to assign the Contract to the new owner or successor and to cause the new owner to assume Park District's obligations under the Contract. If the new owner or successor fails to assume Park District's obligations under the Contract, then Park District agrees to pay Contractor all sums due for the unexpired term on an accelerated basis.

OVERTIME

Should Contractor agree to work overtime, Park District agrees to pay Contractor overtime premium wages.

STORAGE

Park District will provide suitable and safe storage areas, adjacent to the elevator shafts or escalator areas, for material and equipment during the course of the Work. Added costs to Contractor resulting from off-site storage or relocation of the storage facilities at Park District's request shall be reimbursed by Park District.

BARRICADES

Park District shall be responsible to erect/maintain all barricades at all of Contractor's elevator hoistway locations throughout the job site in strict conformance with good safety practices, the Code of Federal Regulations as governed by the Occupational Safety Health Act, and any other applicable regulations.

INSPECTION COST

Contractor agrees to pay for the cost of one inspection after completion of the Work. Should additional inspections be necessary for causes not attributable to Contractor, Park District agrees to pay for said inspections.

CUTTING & PATCHING

Contractor acceptance is conditioned on the understanding that others shall furnish at their cost the cutting and patching of walls, floors or structural portions of the building.

SOFTWARE

Contractor shall exclusively own all intellectual property rights, title, and interest in (i) all Contractor's goods, services, and software, as well as any and all intellectual property conceived and/or developed by Contractor in the course of its Work for Park District. The Park District agrees to keep any Contractor software resident in the Contractor's goods or services in confidence as a trade secret for Contractor and will not permit others to examine, copy, disclose, disassemble, modify, or reverse engineer Contractor's equipment, services or software for any purpose whatsoever. Contractor hereby grants to Park District a limited, non-exclusive right and license to use Contractor's intellectual property as embodied in Contractor's goods, services, and software exclusively in connection with and at the physical location where such goods, services, or software are delivered under the Contract. Use of such software for any other purpose is prohibited. Work for Hire provision(s), if any, shall apply only to the extent the information, services, goods, or other items referenced in such provision(s) are specifically developed by Contractor solely for Park District's exclusive use only (and no other customer of Contractor) and Park District was expressly contemplated to be the exclusive owner of such information under a separate written agreement. Contractor will supply an owner's manual with instructions on how to operate and maintain the equipment. Contractor will not supply any additional information such as internal, confidential, or proprietary information of Contractor including internal manuals, manufacturing drawings, or source code.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Contractor Peripherals") which Contractor may use or install to deliver service under the Contract remains Contractor's property, solely for the use of Contractor's employees. Contractor Peripherals are not considered as part of the equipment. If the Contract is terminated for any reason, Contractor shall be given access to the premises to remove the Contractor Peripherals at Contractor's expense. Contractor shall only be required to follow its own cyber security policies and procedures.

TITLE AND RESERVATION OF RIGHTS

Title to each elevator or escalator equipment as applicable shall pass to Park District when final payment for such equipment is received. Contractor shall retain a security interest in all material furnished hereunder and not paid for in full. Park District agrees that a copy of the Contract may be used as a financing statement for the purpose of placing upon public record Contractor's interest hereunder in the material and Park District agrees to execute a UCC-1 form or any other document reasonably requested by Contractor for that purpose.

Contractor reserves the right to discontinue the Work at any time or to withhold the release of completed elevator or escalator equipment until all overdue payments, with interest, shall have been made as agreed herein. Nothing shall serve to void or reduce Contractor's entitlement to payment for Work properly performed or material suitably stored.

AUDITS

Contractor does not agree to any inspection, audit, or copy of any of Contractor's confidential, proprietary, or trade secret information, data, or documents including, without limitation, financials.

CONFIDENTIALITY

To the extent that a party receives ("Receiving Party") any non-public data, information and other materials from the other party ("Disclosing Party") that is disclosed pursuant to the Contract (hereinafter "Confidential Information"), the Receiving Party shall not with respect to such Confidential Information (1) disclose the Confidential Information to any third party, (2) use the Confidential Information for its own benefit, or (3) use the Confidential Information for the benefit of others. Each party shall safeguard any Confidential Information received pursuant to the Contract using at least the level of care that it uses to protect its own confidential information, but in no case shall it use less than reasonable care. Neither party shall have an obligation of confidentiality with respect to any Confidential Information which: (i) was already known to the Receiving Party prior to acquisition from, or disclosure by the Disclosing Party; (ii) is received without restriction as to disclosure by Receiving Party from a third party having the right to disclose it; (iii) is approved for release by written authorization from the Disclosing Party; or (iv) is or becomes publicly known without fault of the Receiving Party. The Disclosing Party may at its sole discretion request the return and/or deletion of any Confidential Information provided to the Receiving Party, and the Receiving Party shall immediately delete and/or return such Confidential Information and certify in writing its compliance with the request. The Receiving Party shall not reverse engineer, reverse assemble, or decompile Confidential Information. Confidential Information may be disclosed to (i) contract workers, consultants and agents of the Receiving Party or (ii) the owner of the subject equipment at the subject premises who have a need to know for the benefit of Contractor and who have executed agreements with the Receiving Party obligating them to treat such information in a manner consistent with the terms of the Contract.

BUY AMERICAN

The equipment that Contractor will provide under the Contract is produced from components procured from a variety of sources located throughout the world. Therefore, Contractor cannot confirm compliance with the Buy American Act (or applicable Domestic Sourcing Act). However, these components are selected or designed to meet applicable U.S. standards.

COMMERCIAL ITEMS CLARIFICATION

The components, equipment and services proposed by Contractor are commercial items as defined by the Federal Acquisition Regulations ("FAR") and the prices in any resulting contract and in any change proposal are based on Contractor's standard commercial accounting policies and practices which do not consider any special requirements of the government cost principles and do not meet the requirement of Part 31 of the FAR. Contractor agrees only to perform a contract for the sale of a commercial item on a fixed price basis. In addition, Contractor will not agree to submit or certify to any cost pricing data nor does Contractor agree to any requirements to establish price reasonableness under FAR Part 15 or to meet any Cost Accounting Standards. In stating its position, Contractor refers to FAR Part 12- "Acquisition of Commercial Items." In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to the Contract except those regulations expressly accepted in writing by Contractor.

IUEC/UNION:

Contractor has a contract with the International Union of Elevator Constructors (IUEC) and therefore cannot agree to be bound by any provision that modifies or conflicts with the union labor agreement.

COVID VACCINE MANDATES

Contractor will not accept any Covid vaccine mandates unless Contractor is given the opportunity to review the requirements and can assure Contractor can fully comply. Non acceptance of any Covid vaccine mandates by Contractor will not be cause for breach of contract or any other cause of action (damages, penalties or otherwise).

LEED:

Contractor will make good faith efforts to satisfy LEED requirements, if any, but cannot guarantee compliance with any specific requirements or status certification.

