

Title **Forest View Racquet & Fitness Club Elevator Modernization** 04/15/2024
id. 46226727

by **Ben Rea** in **Member District ADA Project Request**

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	Forest View Racquet & Fitness Club Elevator Modernization
Project Status	Maintenance
Project Type	Routes and Surfaces
Routes and Surfaces- select a Project Category below:	Elevators
Benefits of the Project	The electrical/mechanical components of the elevator are obsolete and in need of replacement before they fail. Modernization is needed to continue to provide access to all level of the facility.
Items that will become ADA Compliant	Elevator will continue to be compliant and provide access to all levels of the facility.

The project is designed or constructed, or applies human resources, to comply with:

The 2010 Standards for Accessible Design
The Illinois Accessibility Code

Upload Project Related Files, Photos, Videos or Audio

[NoticofAwardOtisElevatorForestView2024.pdf](#)

[Forest_View_Modernization_Acknowledgment_Letter.docx](#)

Budget Table for ADA Related Expenses

[Budget Table.xlsx](#)

ADA Dollars Requested	37400.0
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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 Forest View elevator modernization, the Arlington Heights Park District Board of Commissioners has approved award of the contract to Otis Elevator Company in the amount of \$156,568. This includes the modernization for \$134,568 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: **Forest View 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 \$ 156,568

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: _____

