

**CITY OF PEORIA  
C O N T R A C T**

**51-11 A**

This agreement, made and entered into this 1<sup>st</sup> day of December A.D., 2014 by and between the City of Peoria, a municipal corporation, party of the first part, and Thyssen Krupp Elevator, 2200 W Townline Road, Peoria, IL 61615, his/their executors, administrators, successors or assigns, party of the second part.

**WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part, at his/their own proper costs and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all of the terms of this agreement.

**IT IS UNDERSTOOD AND AGREED** that the instructions to bidders, proposal, and bid and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

**IN WITNESS WHEREOF,** the said parties have executed these presents on the date above mentioned.

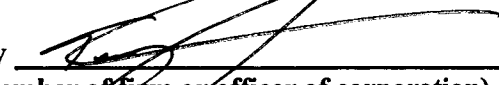
Thyssen Krupp Elevator will provide Elevator Maintenance including full service preventative maintenance, scheduled and non-scheduled repairs and inspection and testing services for the City of Peoria per the attached bid specifications pricing and negotiated changes (Per council Communication attached # 15-052) beginning December 1, 2014 and ending November 30, 2015.

**THE CITY OF PEORIA**


By   
City Manager

**PARTY OF THE SECOND PART**

Thyssen Krupp Elevator  
(Name of individual, firm, or corporation)

By   
(Member of firm or officer of corporation)

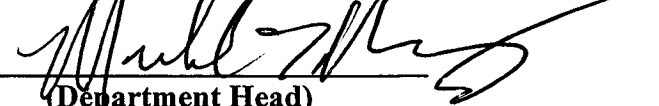
**APPROVED FINANCE DEPARTMENT**

By   
(Name of Individual)

**APPROVED LEGAL DEPARTMENT**

By   
(Name of Individual)

**APPROVED USING DEPARTMENT**

By   
(Department Head)



# City of Peoria

419 Fulton Street  
Peoria, IL 61602

## Legislation Text

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File #: 15-052, Version: 2

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### **ACTION REQUESTED:**

Communication from the City Manager and Director of Public Works with a Request to APPROVE the First CONTRACT EXTENSION with THYSSENKRUPP ELEVATOR COMPANY to November 30, 2015, for Elevator Maintenance, for an Estimated Annual Cost of ~~\$36,543.00~~ **\$36,102.00**. **REPLACEMENT COMMUNICATION** [Extends 11-507]

**BACKGROUND:** The City of Peoria routinely contracts elevator maintenance services for buildings it owns. ThyssenKrupp Elevator Company provides maintenance on all elevator systems in buildings owned by the City of Peoria including City Hall, Police Headquarters, Municipal Services Building, the Gateway Building, two Parking Decks, and Riverfront Village.

The original contractual agreement approved by Council on November 22, 2011 under Item #11-507 provided for an initial period of three years, with two (2) one-year extensions based on contractor performance during the initial period of the contract, at the discretion of the City. The initial period of Contract #11-507 ended November 30, 2014.

*ThyssenKrupp has agreed to a contract extension utilizing their 2012 rates. Therefore, the Facilities Maintenance Manager recommends extending this contract until November 30, 2015. This is the first of three (3) possible extensions, since the Facilities Manager is able to utilize ThyssenKrupp's 2012 rates.*

**FINANCIAL IMPACT:** The annual expenditure for this contract is estimated at \$36,543.00. *In utilizing 2012 rates, however, the total contract for 2015 will be \$36,102.* Funding for these services are budgeted in the 2015 Facilities Operation and Parking Decks line items.

**NEIGHBORHOOD CONCERNS:** N/A

**IMPACT IF APPROVED:** The building asset will continue to be maintained in a safe and serviceable manner as required by the State Fire Marshal.

**IMPACT IF DENIED:** The building asset may deteriorate to the point of reconstruction rather than maintenance. Cost of repairs will increase with further deterioration. State Fire Marshal can lock out any elevator that is not inspected and maintained.

**ALTERNATIVES:** N/A

**EEO CERTIFICATION NUMBER:** ThyssenKrupp Elevator Co. has current EEO #01842-160331.

**WHICH OF THE GOALS IDENTIFIED IN THE COUNCIL'S 2014 - 2029 STRATEGIC PLAN DOES THIS RECOMMENDATION ADVANCE?**

1. Financially Sound City Government, Effective City Organization

**WHICH CRITICAL SUCCESS FACTOR(S) FROM THE COMPREHENSIVE PLAN DOES THIS RECOMMENDATION IMPLEMENT?**

1. Keep taxes and fees competitive.
2. Have an efficient government.

**DEPARTMENT:** Public Works

CITY OF PEORIA  
C O N T R A C T

51-11

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IT IS UNDERSTOOD AND AGREED that the instructions to bidders, proposal, and bid and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Thyssen Krupp Elevator will provide Elevator Maintenance including full service preventative maintenance, scheduled and non-scheduled repairs and inspection and testing services for the City of Peoria per the attached bid specifications and pricing beginning December 1, 2011 and ending November 30, 2014.

THE CITY OF PEORIA

By *Pat Ute* 12/8/11  
City Manager

PARTY OF THE SECOND PART  
THYSSENKRUPP ELEVATOR CORPORATION

(Name of individual, firm, or corporation)

By *Char Delgado* Char Delgado  
Contract Administrator  
(Member of firm or officer of corporation)

APPROVED FINANCE DEPARTMENT

By *James Scroggins*  
(Name of Individual)

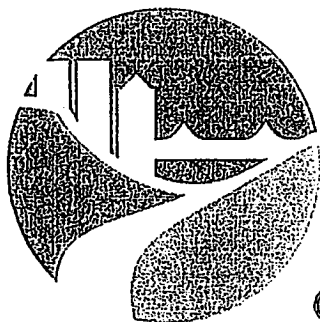
APPROVED LEGAL DEPARTMENT

By *Randall R*  
(Name of Individual)

APPROVED USING DEPARTMENT

By *Jim Smith*  
(Department Head)

**REQUEST FOR BIDS**  
**Elevator Maintenance**  
**#51-11**



Pre-Bid Meeting  
Thursday, October  
27, 2011 2:00 pm  
City of Peoria City  
Hall Room 112, 419  
Fulton Peoria, IL  
61602

CITY OF  
**PEORIA**

**ISSUED BY**  
**DIVISION OF PURCHASING**  
**CITY OF**  
**PEORIA, ILLINOIS**

**Sealed Requests for Bids will be received at the office of**  
**The PURCHASING MANAGER**  
**Room 108, City Hall,**  
**419 Fulton Street, Peoria, Illinois until 2:00 P.M.**

**Thursday, November 3, 2011**  
**for furnishing the materials, or services**  
**described herein.**

**PLEASE RETURN ENTIRE**  
**DOCUMENT AS YOUR RESPONSE.**

**SUBMITTED BY:**

Thyssen Dover Elevator  
2200 W Townline Road  
Peoria, IL 61615

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## INSTRUCTIONS TO BIDDER (1)

**ACCEPTANCE OF BIDS** - The right is reserved, as the interest of the City may require, to reject any or all bids and to waive any nonmaterial informality or irregularity in the bids received. All bids will be in English. The City will award the bid as described below or reject all proposals within sixty (60) calendar days from the bid opening date.

**ADDITIONAL COPIES OF SPECIFICATIONS** - Bidders may secure additional copies of the bid specifications from the City Purchasing office.

**BID ENVELOPE IDENTIFICATION** - Bidders shall submit their proposal in a sealed envelope (sealed bid) which shall be clearly labeled with the company name and address. Bidders are requested to indicate in the LOWER LEFT HAND CORNER OF THE ENVELOPE THE ITEM BEING BID, BID NUMBER, DATE AND TIME THE BID IS DUE.

**MAILING OF BIDS** - Two copies of all bid proposals are to be mailed or delivered to the City Purchasing Manager, Room 108, City Hall, 419 Fulton Street, Peoria, Illinois, 61602-1276. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. The City Purchasing Manager can be contacted at (309) 494-8582.

**CLOSING TIME** - The Bid closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the bid is due.

**AWARD** - An award will be made to the lowest qualified (responsive and responsible) proposal that complies with the terms and conditions of the specifications provided that it is in the best interest of the City to accept the proposal. Awards will be made on per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the City and the delivery terms will be taken into consideration in making the award. By signing this document Vendor/Contractor/Consultant is **certifying they have not been barred from bidding by Federal, State or Local governments and has not been suspended or debarred from receiving federal funding.**

**WITHDRAWAL OF BIDS** - Bidders may withdraw their proposals at any time prior to the bid closing time by telephone, fax or written request. A telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. No bidder shall withdraw his bid for a period of sixty (60) calendar days from the bid opening date. Negligence on the part of the bidder in preparing a proposal confers no right of withdrawal or modification of a proposal after it has been opened. No bid will be opened which has been received after the closing time specified in the bid proposal and it will be returned unopened to the bidder.

**ALTERNATE BIDS** - The specifications describe the supplies and/or service, which the City feels are necessary to meet the performance requirements of the City. Bidders desiring to bid on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate bids. However, ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The bid must be accompanied by complete specifications of the items offered.

**PRICES** - Unit prices shall be shown for each unit on which there is a bid and shall include all packing, crating freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid proposal. All prices shall be stated in U.S. dollars. Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid or his authorized representative.

**DISCOUNTS** - Cash discounts for payment within twenty (20) days or more will be considered in the awarding of the bid. Discounts of less than twenty (20) days will not be considered in the bid evaluation. Where the net bid is equal to a bid with a cash discount deducted, the award shall be made to the net bid. Discounts will be figured from the date of delivery and acceptance of the articles, or in the case of incorrect invoice, from the date of receipt of corrected invoice.

**SIGNATURES** - Each bid must be signed by the bidder with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

**INVESTIGATION** - Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid proposal. No plea of ignorance by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

**EQUAL EMPLOYMENT OPPORTUNITY** – To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria, County of Peoria and/or the Peoria Park District **must** be registered in the City of Peoria's Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program. The number is secured by completing and submitting, under notary seal, an Employer Report Form CC-1 (with required sexual harassment policy attached) to the City's Equal Opportunity Office. *Please note that the Certificate of Compliance is valid for one year and must be annually renewed.* Though the form may be included in the bid package, it can be requested on-line from the City's website (<http://www.ci.peoria.il.us/equal-opportunity-forms>). Click on Government > Departments A-G > Equal Opportunity > Forms, then select "Employer Report Form CC-1". The forms can also be obtained by writing or calling:

**City of Peoria  
Equal Opportunity Office  
419 Fulton Street  
Peoria, IL 61602  
(309) 494-8530 Voice  
(309) 494-8532 TTY**



In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (\$50.00) processing fee will be charged with each original submission of the Employer Report Form CC-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

**Although all vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a bid proposal. The EEO Certification Number is only required prior to the award of the contract.**

**SAMPLES** - Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, they will be returned at the bidders request and expense. Samples, which are not requested for return within thirty (30) days, will become the property of the City.

**RESPONSES** – A response is requested of all bidders even if it is a “no bid”. Do not include any personal information such as social security numbers that the bidder/proposer wishes to keep confidential.

### **CONTRACT TERMS**

**TAXES** - The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the bidder must show the amount of tax included in the unit price.

**CITY'S AGENT**- The City Purchasing Manager shall represent and act for the City in all matters pertaining to the bid proposal and contract in conjunction thereto.

**PATENTS** - The successful bidder agrees to protect, defend and save the City harmless against any demand for payment for the use of any patented material process, article or device that may enter into the manufacturer, construction or form a part of the work covered by the contract.

**HUMAN RIGHTS ACT** - The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

**NON-COLLUSION** - With the executing of this bid the Bidder is certifying to non-collusion in the preparation and submittal. The bid must be properly executed by the bidder or the bid will not be considered for acceptance.

**DEFAULT** - In case of default by the contractor, the City will procure the articles services from other sources and hold the contractor responsible for any excess cost incurred.

**CANCELLATION** - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City Manager and as a result may be disqualified from doing business with the City for the period of one year in accordance with Section 10-102 of the Peoria City Code. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

**PRICES SPECIFIED** – The successful bidder agrees to furnish the material or services according to the City's plans, specifications and conditions and at prices specified hereon.

**BID-RIGGING OR BID-ROTATING** - By the signing of this bid, the Bidder is certifying that the company is not barred from bidding on this bid as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating per Public Act 720ILCS, Section 5-33E-3 and 5/33E-4.

**DELINQUENT PAYMENT** - By the signing of this bid, the Bidder is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, fines owed or accruing to the City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

**PERMITS AND LICENSES** - The successful bidder shall obtain, at his own expense, all permits and licenses which may be required to complete the contract.

**INSURANCE** – The successful Proposer shall obtain, at its own expense, all necessary insurance with regard to its fiduciary responsibility to the City of Peoria. Said Proposer shall indemnify and hold harmless the City of Peoria, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the contract.

The City does not assume any liability for acts or omissions of contractor and such liability rests solely with contractor.

**Contractor's Insurance** – The contractor and all subcontractors shall secure and maintain such insurance policies as will protect the contractor or subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by contractor or anyone employed by contractor directly or indirectly. The following insurance policies are required:

- Statutory Worker's Compensation
- Comprehensive General Liability  
Combined Single Limit \$1,000,000.00

Property Damage \$1,000,000.00

- Automobile Public Liability and Property Damage  
 Combined Single Limit \$1,000,000.00  
 Property Damage \$1,000,000.00

**Insurance Inclusions** – The comprehensive general liability insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

**Contractual Liability** – The insurance required above shall include contractual liability insurance coverage for the contractor's obligations under the section below entitled, "Hold Harmless and Indemnification Agreement".

**Certificates of Insurance** – Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force shall be filed with the City prior to contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

**PRECEDENCE** - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Bidders".

**PREVAILING WAGES** – Work under some contracts will obligate the Contractor and Subcontractors not to discriminate in employment practices. Provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., may apply to this project. Additional information can be obtained by calling (217) 782-6206. Applicable prevailing wage rates can be found at [www.state.il.us/agency/idol/](http://www.state.il.us/agency/idol/) for examination. Also applicable to this project are project provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et.seq., which requires that Illinois residents of 30 days or more be hired for Public Works Projects and improvements if the State Unemployment rate exceeds 5% for two (2) consecutive months.

During the term of the awarded contract or as long as work continues, whichever is longer, and on a monthly basis, the Contractor shall submit in person, by mail or electronically, a certified payroll to the Designated Representative of the City of Peoria. The certified payroll shall consist of a complete copy of the following records: a list of all laborers, mechanics, and other workers employed by them to perform the work hereunder. The records shall include the following information for each worker:

- name
- address
- telephone number when available
- social security number
- classification or classifications
- the hourly wages paid in each pay period
- the number of hours worked each day, and
- the starting and ending times of work each day.

The certified payroll shall be accompanied by a statement signed and sworn to by the Contractor or subcontractor which avers that:

- (1) such records are true and accurate
- (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act (820 ILCS 130/0.01 et.seq.), and
- (3) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B Misdemeanor.

Upon two (2) business days' notice, the Contractor and each subcontractor shall make available for inspection the records identified above to the City, its officers and agents.

**GOVERNING** – This contract will be governed by the laws of the State of Illinois.

**AFFIRMATIVE ACTION REQUIREMENTS** - "The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the city written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors."

*"The contractor/vendor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."*

**EMPLOYEE EMPLOYMENT RESTRICTIONS – THE CONTRACTOR**

***THE CONTRACTOR*** agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the CONTRACTOR for performance of this contract; (2) coordinating the efforts of the CONTRACTOR in the consummation or completion of this contract; or (3) monitoring or determining the performance of the CONTRACTOR. The CONTRACTOR further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the CONTRACTOR; (2) disqualification of the CONTRACTOR from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

**REFERENCE** - All of the contract terms shall be incorporated by reference into any written contract.

**SCOPE OF WORK**

The work of this contract shall include full service preventative maintenance, scheduled and non-scheduled repairs, and inspections and testing services for the hydraulic and traction type elevators in City of Peoria facilities as listed in Exhibit A. All work shall be performed in accordance with applicable codes, elevator industry standards and as recommended by the elevator equipment manufacturer.

**PRE-QUALIFICATION OF BIDDER**

All potential bidders are encouraged to attend a pre-bid conference on 27 October 2011, at 2:00 p.m. at City Hall Room 112, 419 Fulton Street, Peoria, IL 61604. Contact Chris Switzer, Purchasing Manager at 494-8582 with questions regarding this pre-bid conference. A site tour will be offered following this meeting. No other facility tour will be provided following this pre-bid meeting.

**BID OPENING**

Price Proposals are due to the Office of the Purchasing Manager, Room 108 at City Hall, by 2:00 p.m. local time on 3 November 2011. The bid closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the bid is due. Proposals will be opened and publicly read shortly after in Room 109 of City Hall.

**CONTRACT ADMINISTRATOR**

This contract shall be administered by the City of Peoria, Director of Public Works or his designated representative. The designated representative for administration of this contract shall be the Facilities Manager, 3505 N. Dries Lane, Peoria, Illinois 61604, phone: 494-8851.

All actions or modifications concerning contract language, extensions, cost adjustments or other technicalities regarding the contract shall be administered by the City of Peoria, Purchasing Manager, 419 Fulton Street, Peoria, Illinois 61602, phone: (309) 494-8582.

**LENGTH OF CONTRACT**

The term of this contract shall be for three years. The base contract will commence on 1 December 2011 and terminate on 30 November 2014. The contract may be extended for two additional years based upon contractor performance and as determined by the City of Peoria.

**CONTRACT EXTENSION**

Upon expiration of this contract, and at the discretion of the City of Peoria, the bidder may be required to extend the terms of this contract for a maximum of two (2) one-year extensions. In the event the City of Peoria desires to extend the term of this contract, a notification will be sent by certified mail to the contractor's address of record, 30 days prior to termination of this contract.

**CONTRACTOR QUALIFICATIONS**

Firms engaged in the business of elevator installation service and repair for a period of not less than five (5) years. The contractor shall be registered and licensed in state of Illinois to perform the work of this contract. The contractor shall have a local office and service staff available for twenty-four (24) hour on site service response.

## **PERSONNEL QUALIFICATIONS**

The contractor shall use trained journeyman technical personnel directly employed and supervised by the contractor. The contractor will provide copies to the City of Peoria of all licenses held by the Firm including those required by State Statute for all mechanics that will be performing work under this contract.

## **TOOLS / EQUIPMENT**

The contractor shall provide all tools, equipment and parts required to perform the work of this contract. Proprietary systems tools required for testing, troubleshooting and reprogramming of microprocessor and digital control equipment will be provided by the owner. The contractor shall be responsible for providing all tools which are of other than proprietary nature.

## **WORK TO BE PERFORMED**

The contractor shall perform routine maintenance and preventive maintenance and repairs as well as routine and scheduled inspections and testing of City of Peoria Elevator equipment according to the standards and requirements of ASME/ANSI A17.1 and applicable BOCA building codes.

The following is a listing of the general types of services required by this contract but is not meant to limit services required by this contract.

Perform inspections, maintenance and preventative maintenance to include:

## **STATE FIRE MARSHAL CERTIFICATE OF OPERATION**

Contractor will be responsible to coordinate an independent contractor to do annual safety inspections required State Fire Marshal.

## **MONTHLY**

Examine, clean, lubricate, adjust; and when conditions warrant, repair or replace the following:

- \*Machines
- \*Motor generators or solid state motor drives
- \*Controllers
- \*Selectors
- \*Dispatcher and relay panels
- \*Machine brakes and parts thereof, including.....
  - \*Hoisting motors
  - \*Selector motors
  - \*Worms and gears
  - \*Bearings
  - \*Rotating elements
  - \*Brake magnet coils
  - \*Brake shoes and linings
  - \*Windings and coils
  - \*Controllers
  - \*Relays
  - \*Resistors
  - \*Solid state devices
  - \*Electric pumps
  - \*V-belts
  - \*Strainers
  - \*Valves
  - \*Regulators

**MONTHLY (Continued)**

Clean equipment and equipment rooms.

Properly lubricate guide rails.

Re-lamp all signals during regular examinations.

Maintain oil level in all oil storage tanks and all hydraulic pumping equipment.

Furnish lubricants compounded to elevator manufacturer's specifications and compatible with elevator parts which they may contact.

Perform all required no load pressure tests in accordance with A.N.S.I. A-17 Code, including buffers, on all hydraulic elevators.

Examine, lubricate, adjust, repair and when conditions warrant, replace safety devices, including:

- \*Interlocks and door closures

- \*Buffers

- \*Over speed governors and car safeties

- \*Limit, slow-down and landing switches

- \*Door protective devices

- \*Alarm bells

- \*Car and corridor operating stations

- \*Car and corridor door hangers and tracks

- \*Door operating devices

- \*All door gibs

- \*Car fan

**SEMI-ANNUALLY**

Examine, and when conditions warrant, replace: guide shoe gibs or rollers.

Inspect and repair or replace control and hoisting cables.

Re-groove or replace all sheaves, including drive sheaves and, where installed, secondary or deflector sheaves according to industry standards.

Test all hydraulic pumping equipment.

**ANNUALLY**

Conduct, no-load, low-speed test of car safeties and a test of buffers as required by A.N.S.I. A-17.

Perform all inspections required by the State Fire Marshal – Elevator Division, by a licensed independent elevator inspector.

Perform all other inspections and testing required by ANSI A-17.

Clean rails, inductors, hatch door hangers, hanger tracks and relaying devices, switches and buffers of hatch equipment.

Equalize the tension in all hoisting ropes according to industry standards.

**THIRD YEAR**

During the last first month of the first year of this contract, perform all third year inspections and testing as required by ANSI A-17. This work will be conducted in October or November of each year that is divisible by 3 i.e.; 2013, 2016, 2019 etc.

## RESPONSE TIME

All work under this agreement shall be performed during regular City of Peoria working hours and days. The contractor shall respond with personnel on site within two (2) hours following notification of any emergency condition. Breakage or repair work which the contract representative determines is not of an emergency nature may be scheduled for work by mutual agreement between the contractor and the City of Peoria contract representative.

## WAGE ADJUSTMENTS

If during the term of this contract the prevailing rate of wages, as found by the City of Peoria, Illinois and the Illinois Department of Labor, is adjusted, then this contract shall be adjusted only by that adjusted rate. No multipliers or other additions to the adjusted rate will be allowed during the term of this contract.

## AUTHORIZING WORK

Normally, only those staff persons of Facility Operations are authorized to order work. If an unauthorized City employee requests the contractor for an emergency condition, the contractor shall proceed with the work, and notify the contract administrator as soon as practical. Except under emergency conditions, a printed work order will be issued by City of Peoria Facility Operations at the time of requesting work and prior to the contractor providing service. In emergency conditions, a printed work order will be provided after the fact.

## ADDITIONAL WORK

Repairs necessitated by vandalism, negligence on the part of the owner or other circumstances beyond the control of the contractor and as authorized by the owner shall be additional work to be paid at the agreed hourly rate as established by the contract.

***It is understood that repair or replacement of those parts such as hydraulic cylinders, piping and casings installed below ground or otherwise inaccessible for inspection shall be excluded from coverage under this contract. Repairs or replacements of such parts as may be required is considered additional work under this contract.***

The contractor shall advise the Contract Administrator of the need for any additional work, and if requested, provide a quote for the estimated cost of this work. The City reserves the right to seek bids from other contractors for any additional work as may be in the best interest of the City.

## SUBMITTALS

Submit with the bid a list of five (5) local area reference contracts of similar work requirements and equipment. References shall include: name of firm and contact person including address and telephone number.

The contractor shall perform an initial inspection of all elevator installations for the purpose of determining the current condition of each elevator system and shall provide, with the bid, a ***complete*** listing of any ***and all specific components*** or parts of the individual system which do not qualify for full service coverage under this contract ***and which will therefor be excluded from coverage due to condition or obsolescence.***



Additionally, the contractor shall submit with his bid, a unit cost to repair or replace any system component or part so excluded so that this excluded system component or part shall then be qualified for and included in full service coverage under this contract. **For purposes of this contract, the term "obsolete parts" shall be defined as (and apply only to) those component parts which have no functionally equivalent replacement component parts which may be installed without significant modification of the existing system in which they are to be installed.**

Submit with the bid all required contractor and contractor personnel certifications and licenses which substantiate compliance with the bid package. The elevator contractor, mechanics and inspectors will be licensed by the State of Illinois, Office of the State Fire Marshall

#### **RECORDS**

The contractor shall provide written reports on standard forms for all maintenance, repairs, inspections and testing required and performed under this contract. Such reports shall be provided with monthly invoices.

#### **BASIS OF PAYMENT FOR LABOR**

***Unit of payment for shall be per each location. All monitoring and preventive maintenance work shall be paid for at the contract unit prices and shall include all labor, license/fees, profit, overhead, equipment, materials and supplies to complete these items, of service. No additional payment shall be made for travel time. Additional services required including maintenance and repair requests shall be invoiced at the contract unit price per labor hour plus parts utilized in the work. The City shall pay one (1) hour minimum for authorized work requests or the actual time on the work site whichever is greater. Additional time shall be invoiced and paid in fifteen (15) minute increments.***

#### **INVOICING**

The contractor shall prepare and submit an invoice monthly. The invoice shall include the following information: Work order numbers, names of workers, date job started, date completed, total number of hours in each category and copies of all material invoices and a copy of the signed work order. All invoices shall be submitted to the City of Peoria, Facility Operations Division, 3505 N. Dries Lane, Peoria, Illinois 61604.

#### **METHOD OF PAYMENT**

Within thirty (30) days of submission, the City of Peoria shall pay the contractor from invoices submitted and approved for completed work.

#### **FAILURE TO COMPLY**

Invoices submitted without required documentation, inspection reports, work order authorization numbers and verification signatures will be returned to the contractor unprocessed.

## **CANCELLATION**

If the contractor fails to perform work to the standards as determined by the City of Peoria and recognized within the community as being standard, or does not complete the assigned work within a reasonable amount of time as determined by the City of Peoria, then the City of Peoria has the right to cancel the contract upon a ten (10) day written notification, delivered by certified mail to the contractor's address of record. In the event the contract is canceled, "... the vendor may be declared an irresponsible vendor by the City Manager"...and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance Section 10-102.

**NO GENERAL OPEN ENDED DISCLAIMER CLAUSES OR CLAUSES THAT RESTRICT THE SPECIFIC TERMS OF THE BID WILL BE ACCEPTED!**

## CITY OF PEORIA ELEVATOR SERVICE BID PROPOSAL

Our price to perform the service agreement work for the three-year period starting 1 December 2011 as specified is:

	YEAR 1	YEAR 2	YEAR 3	Extension 1	Extension 2
200 NE Water St Gateway Building 1-Passenger Elevator - Long 1-Service Elevator - Long	\$ <u>2760</u>	\$ <u>2815</u>	\$ <u>2871</u>	\$ <u>2928</u>	\$ <u>2987</u>
419 Fulton St. City Hall Passenger Elevator-Dover	\$ <u>1380</u>	\$ <u>1407</u>	\$ <u>1435</u>	\$ <u>1464</u>	\$ <u>1493</u>
419 Fulton St. City Hall Passenger Elevator-Westinghouse	\$ <u>2640</u>	\$ <u>2692</u>	\$ <u>2745</u>	\$ <u>2800</u>	\$ <u>2856</u>
542 SW Adams St. Municipal Services Building Passenger Elevator - Long	\$ <u>1380</u>	\$ <u>1407</u>	\$ <u>1435</u>	\$ <u>1464</u>	\$ <u>1493</u>
222 SW Jefferson Street Jefferson Street Parking Deck Passenger Elevator (3) - Montgomery	\$ <u>4140</u>	\$ <u>4223</u>	\$ <u>4307</u>	\$ <u>4393</u>	\$ <u>4481</u>
600 SW. Adams St. Police Headquarters Passenger Elevator - Dover	\$ <u>1380</u>	\$ <u>1407</u>	\$ <u>1435</u>	\$ <u>1464</u>	\$ <u>1493</u>
222 SW Adams St. Tech Deck Passenger (2) - Montgomery- Kone	\$ <u>5280</u>	\$ <u>5386</u>	\$ <u>5494</u>	\$ <u>5604</u>	\$ <u>5716</u>
100 SW Water St. Riverfront Village Passenger (2) -Long	\$ <u>2760</u>	\$ <u>2815</u>	\$ <u>2871</u>	\$ <u>2928</u>	\$ <u>2987</u>
STATE FIRE MARSHAL INSPECTION This price is for all 13 elevators each year.	\$ <u>2750</u>	\$ <u>2750</u>	\$ <u>2750</u>	\$ <u>2750</u>	\$ <u>2750</u>
TOTALS	\$ <u>24,470</u>	\$ <u>24,902</u>	\$ <u>25,343</u>	\$ <u>25,795</u>	\$ <u>26,256</u>

	HOURLY RATE	TOTAL
Hourly rate/man for after hours callback work.....	\$ <u>230</u>	
Hourly rate/man for additional work.....	\$ <u>140</u>	x 80* = \$ <u>11,200</u>
Hourly rate/man for additional overtime work.....	\$ <u>230</u>	

\*Note: for award purposes, 80 hours per year is being used to compute costs.

Execution of this form certifies understanding and compliance with the total bid package.

BID SUBMITTED BY:

ThyssenKrupp Elevator # 01842-020630  
Company Peoria E.E.O. Certificate of Compliance Number

2200 W. Townline Rd  
Address

Peoria IL 61615 309-691-2596  
City State Zip Daytime Telephone #

309-691-2596 Todd Donaldson 309-258-0672  
After Hours Telephone # Contact Person (Please print or type)

Char Delgado  
Contract Administrator

\_\_\_\_\_  
Name of Authorized Agent or Officer

\_\_\_\_\_  
Title

Char Delgado  
Signature of Authorized Agent or Officer

11-4-11  
Date

MARK ENVELOPE: BID NO. 51-11

THE ATTACHED AMENDMENT  
NO. 1 is Hereby Made a  
Part of This Agreement

## - EXHIBIT A -

<b>BUILDING</b>	<b>ADDRESS</b>	<b>TYPE</b>	<b>NO.</b>
Gateway Building	200 NE Water Street	Passenger/Freight	2
City Hall	419 Fulton Street	Passenger	2
Technology Parking Deck	222 SW Adams Street	Passengers	2
Municipal Building	542 S. Adams Street	Passenger	1
Jefferson Parking Deck	222 SW Jefferson Street	Passenger	3
Police Headquarters	600 S. Adams Street	Passenger	1
Riverfront Village	100 SW. Water Street	Passenger	2
TOTAL NO. OF ELEVATORS: 13			

**ELEVATOR SERVICE**

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**LOCATION: Gateway Building - 200 NE. Water Street**

**EXCLUDED EQUIPMENT:**

*Equipment*

*Repair/Replacement  
Cost*

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

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**LOCATION: City Hall - 419 Fulton Street**

**EXCLUDED EQUIPMENT:**

*Equipment*

*Repair/Replacement  
Cost*

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

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**LOCATION: Municipal Building - 542 S. Adams Street**

**EXCLUDED EQUIPMENT:**

*Equipment*

*Repair/Replacement  
Cost*

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

### ELEVATOR SERVICE

LOCATION: Jefferson Parking Deck - 222 S. Jefferson Street

EXCLUDED EQUIPMENT:

Equipment	Repair/Replacement Cost
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

LOCATION: Police Headquarters - 600 S. Adams Street

EXCLUDED EQUIPMENT:

Equipment	Repair/Replacement Cost
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

LOCATION: Riverfront Village - 100 SW. Water Street

EXCLUDED EQUIPMENT:

Equipment	Repair/Replacement Cost
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

~~Location: 222 SW Adams St. Tech Deck~~

~~Equipment~~

~~Tyssen Krupp Elevator does not accept responsibility to test, maintain, or replace any ~~hoist~~ elevator "Machine Roomless" hoist machine under this agreement. Any required repair or replacement of this MRL machine will be billed to the purchaser at Tyssen Krupp Elevator's current "Time and material" billing rates.~~

TED

RE: CITY OF PEORIA  
091 – ELEVATOR MAINTENANCE

Page 1 of 1

AMENDMENT NO. 1


This Amendment shall be made part of this Agreement. In the event of conflict with other articles, terms, conditions, or contract documents, this Amendment No. 1 shall be final.

CONTRACT TERMS:

INSURANCE, PARAGRAPH 1: Amend so that Contractor shall not indemnify for losses caused by other parties or those not under Contractor's direct control. Amend to add so that in all cases involving the responsibility of more than one party, each party shall only be liable for the amount proportionate of that party's share of negligence.

CANCELLATION: Amend so that the City of Peoria may terminate this Agreement upon thirty (30) days written notice via certified mail return receipt requested for non-performance. "Non-performance" is defined as our inability to remedy any deficiencies within thirty (30) days after receiving written notification from you.

MISCELLANEOUS ADD: Amend so that in no event shall either Party be responsible for consequential, indirect, incidental, exemplary, or special damages.

  
\_\_\_\_\_  
CITY OF PEORIA

  
\_\_\_\_\_  
THYSSENKRUPP ELEVATOR CORPORATION

CD 11/4/11