



LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
FACILITIES COMMITTEE MEETING AGENDA
TUESDAY, JUNE 8, 2021 AT **6:00 PM**

BOARD OF EDUCATION
Scott L. Anderson, *President*
Kevin Daly, *Vice President*
John P. Vranas, *Secretary*
Myra A. Foutris
Elaina Geraghty
Rupal Shah Mandal
Peter D. Theodore

ADMINISTRATION
Dr. Kimberly A. Nasshan, *Superintendent of Schools*
Dr. David Russo, *Assistant Superintendent for Curriculum and Instruction*
Courtney Whited, *Business Manager/CSBO*

*Agenda of the Facilities Committee Meeting of the Board of Education of Lincolnwood School District 74,
Cook County, Illinois, to be held in the Lincoln Hall Band Room #108
6855 North Crawford
Lincolnwood, IL 60712,
on Tuesday, June 8, 2021.*

IN-PERSON PARTICIPATION: It is expected that all members of the Facilities Committee, plus several administrators, will be physically present at the Lincoln Hall Band Room (#108) located at 6855 North Crawford, Lincolnwood, IL. The June 8, 2021, Facilities Committee meeting will be broadcast through ZOOM Video Conferencing for Public Audience to Visitors. Members of the public are encouraged to utilize the Zoom broadcast if possible. Zoom Tech Check at 5:45 p.m.

Join the meeting via ZOOM app (video and audio): Meeting ID: # 817 2002 9886
(Link: <https://sd74-org.zoom.us/j/81720029886>)

or

Join the meeting via phone (audio only): Step #1: Dial 1-312-626-6799; Step #2: Enter Meeting ID: # 817 2002 9886

1. CALL TO ORDER/ROLL CALL

FACILITIES COMMITTEE MEMBERS

John P. Vranas (BOE), Chairman
Elaina Geraghty (BOE)
Rupal Shah Mandal (BOE)
Wendy Grano, Community Member
Emily McCall, Community Member
Zade Tagani, Community Member

ADMINISTRATORS/STAFF

Dr. Kimberly A. Nasshan, Superintendent of Schools
Dr. David L. Russo, Assistant Superintendent of Curriculum and Instruction
Courtney Whited, Business Manager/CSBO
Jim Caldwell, Director of Buildings and Grounds

2. AUDIENCE TO VISITORS

3. APPROVAL OF MINUTES

a. Facilities Committee Meeting Minutes - **May 18, 2021**

Motion by member: _____ Seconded by: _____

4. DISTRICT ARCHITECT OF RECORD - STUDIOGC architecture+interiors

a. INFORMATION/DISCUSSION/ACTION: StudioGC architecture+interiors Project(s) Update

I. INFORMATION/DISCUSSION/ACTION: Todd Hall Grades 1-2 Playground Progress

II. INFORMATION/DISCUSSION: Rutledge Hall Library Reconfiguration

III. INFORMATION/DISCUSSION: Todd Hall Roofing

5. OLD BUSINESS

6. NEW BUSINESS

a. INFORMATION/DISCUSSION/ACTION: Custodial Equipment Purchase

b. INFORMATION/DISCUSSION/ACTION: Rutledge Hall Elevator Modernization

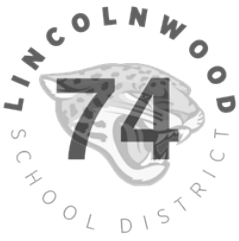
7. INFORMATION/DISCUSSION: District Facilities Update

8. ADJOURNMENT

Motion by Member: _____ Seconded by: _____

Dr. Kimberly A. Nasshan, Superintendent of Schools

Lincolnwood School District 74 is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or facility, are requested to contact the District Office at 847-675-8234 promptly to allow Lincolnwood School District 74 to make reasonable accommodations for those persons.



LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
FACILITIES COMMITTEE MEETING MINUTES
TUESDAY, MAY 18, 2021 AT **6:00 PM**

BOARD OF EDUCATION
Scott L. Anderson, *President*
Kevin Daly, *Vice President*
John P. Vranas, *Secretary*
Myra A. Foutris
Elaina Geraghty
Rupal Shah Mandal
Peter D. Theodore

ADMINISTRATION
Dr. Kimberly A. Nasshan, *Superintendent of Schools*
Dr. David Russo, *Assistant Superintendent for Curriculum and Instruction*
Courtney Whited, *Business Manager/CSBO*

Minutes of the Facilities Committee Meeting of the Board of Education of Lincolnwood School District 74, Cook County, Illinois, was held in the Lincoln Hall Band Room #108, 6855 North Crawford, Lincolnwood, IL 60712, with ZOOM Video Conferencing available for public participation on Tuesday, May 18, 2021.

1. CALL TO ORDER/ROLL CALL

Chairman Vranas called the Facilities Committee meeting to order at 6:04 p.m.

2. FACILITIES COMMITTEE MEMBERS PRESENT

John P. Vranas, (BOE), Chairman
Rupal Shah Mandal, BOE
Emily McCall, Community Member
Zade Tagani, Community Member

FACILITIES COMMITTEE MEMBERS NOT PRESENT

Elaina Geraghty, BOE
Wendy Grano, Community Member

OTHER BOARD MEMBERS PRESENT

Peter D. Theodore (via ZOOM)

ADMINISTRATORS/STAFF PRESENT

Dr. Kimberly A. Nasshan, Superintendent of Schools
Dr. David L. Russo, Assistant Superintendent of Curriculum and Instruction
Courtney Whited, Business Manager/CSBO (via ZOOM)
Jim Caldwell, Director of Buildings and Grounds
Christopher Edman, Director of Technology

OTHERS PRESENT

Athi Toufexis, StudioGC

3. AUDIENCE TO VISITORS

None

4. APPROVAL OF MINUTES

a. Facilities Committee Meeting Minutes - **April 13, 2021**

A motion was made, seconded and passed to approve the April 13, 2021 Facilities Committee meeting minutes.

5. DISTRICT ARCHITECT OF RECORD – STUDIOGC

a. Todd Hall Parking Lot

Courtney Whited, explained the design proposal for the Todd Hall parking lot as a part of a larger plan for the campus. The Committee expressed concerns about the estimated costs of the presented parking lot project. The Committee directed the Administration to move forward with rehabilitating the current Todd Hall parking lot. A full depth replacement of the existing lot, which would replace the stone base, was recommended by StudioGC. The timeline for replacement of the current Todd Hall parking lot would be to go to bid in January 2022 with the work to be scheduled for the summer of 2022.

b. Grades 1-2 Playground

Courtney Whited, described the work done on the Kindergarten playground last year and reviewed the current condition of the 1st and 2nd Grade playground. The options for possible equipment were shared. The Committee liked the fish net climber and the chimes. The Committee would like the playground to be accessible from multiple points. StudioGC will bring plans that take into account accessibility, drainage, size of the playground and equipment choice. The Administration was directed to take the proposal from NuToys Leisure Products for the playground equipment to the Lincolnwood PTA as a project to commit their funds to.

c. StudioGC Project(s) Update

Athi Toufexis, presented options to reconfigure space at Rutledge Hall to create two new classrooms necessitated by enrollment and space needed for COVID mitigation strategies. The plans could be reconfigured in future years to meet other needs. The Committee had consensus on option #2, the Committee wants to see a window in the office space created by option #2.

6. OLD BUSINESS

a. HVAC Piping and Pump Analysis

A motion was made, seconded and passed that the Facilities Committee concur with the Administration's recommendation to accept the proposal from StudioGC/IMEG in the amount of \$6,000.

b. Dual BCM Replacement at Lincoln Hall

A motion was made, seconded and passed that the Facilities Committee concur with the Administration's recommendation to the Board of Education to approve the contract with Control Engineering Corporation for ACM and communication wiring work at Lincoln Hall in the amount of \$17,000.

7. NEW BUSINESS

a. Solar Panel Grants

A motion was made, seconded and passed that the Facilities Committee concur with the Administration's recommendation to the Board of Education to accept a grant of up to \$6,400 from the Illinois Clean Energy Community Foundation and up to \$5,000 from the Cook County Solar School program toward the purchase and installation of a single 1kW photovoltaic solar panel system.

b. Metropolitan Water Reclamation District's Greening Cook County Schools Pilot Program

The Committee directed the Administration to continue a dialogue with The Metropolitan Water Reclamation District (MWRD) about participation in this pilot program, should MWRD identify the District as a potential partner.

8. District Facilities Update

1. The District's blueprint archive work begins in May with Cross Rhodes as recommended by StudioGC. The project will be parsed out in segments by building/date and the expected finish date is September 1.
2. The drinking fountain options for the CCDC wing at Todd Hall was discussed and the Committee gave guidance to purchase the Elkay model.
3. The Todd Hall and Rutledge Hall door and fire alarm start date is June 14. The substantial completion date is August 6, 2021.
4. The Rutledge Hall stairwell flooring project start date is June 14. The substantial completion date is July 30, 2021.
5. Children's Care & Development Center (CCDC) has informed its families and staff that the program will be temporarily relocating to Lincoln Hall until construction projects at Todd Hall are completed. The Illinois Department of Children and Family Services is requiring CCDC to complete an application for separate certification for the time at Lincoln Hall. Paperwork has been filed and there is a final walkthrough of spaces on June 14.
6. Lincolnwood Parks & Recreation submitted a facility rental request in order to use three rooms on the first floor of Lincoln Hall for the Summer Day Camp program. Their intent is to use the spaces during inclement weather from 8AM-4PM on Mondays-Fridays from June 8 to August 13.

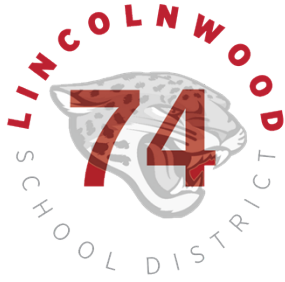
9. ADJOURNMENT.

A motion was made, seconded and passed to adjourn the Facilities Committee meeting at 7:17 p.m.

The next Facilities Committee meeting will be held Tuesday, June 8, 2021 at 6:00 p.m. The public is welcome.

John P. Vranas, Chairman

Elaina Geraghty, Member



Facilities Committee Meeting

DATE: June 8, 2021

TOPIC: District Architect of Record - StudioGC architecture+interiors Project(s) Update

PREPARED BY: Courtney Whited, Business Manager/CSBO with
Athi Toufexis, Principal, StudioGC architecture+interiors

Recommended for:

- Action
- Discussion
- Information

Purpose:

To provide the Facilities Committee an update on StudioGC architecture+interiors District Projects:

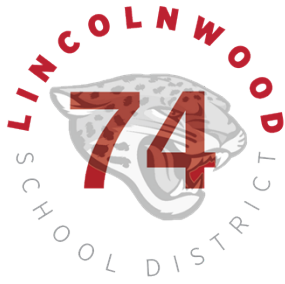
1. Todd Hall Grades 1-2 Playground progress

2. Rutledge Hall Library Reconfiguration

Preliminary estimate of construction cost is \$170,000. That does not include the purchase cost of any new lights since the district would purchase them directly, but it does include the installation cost in the classrooms. If the District were to replace the lights in the rest of the library as well, that would cost an additional \$17,000.

3. Todd Hall Roofing

Section 15 of Todd Hall's roof has recently shown signs of leakage. It was not originally on the summer project schedule because this roof work was performed in 2015. Fortunately, it is a Garland roof that is still under warranty. The Garland representative will have DCG address the leaks while they are on site this summer.



Executive Summary Facilities Committee Meeting

DATE: June 8, 2021

TOPIC: Grades 1-2 Playground

PREPARED BY: Courtney Whited and Athi Toufexis, Principal, StudioGC architecture+interiors

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

In an effort to continue to incorporate more accessibility features, the Grade 1-2 playground reconfiguration plan, as directed by the Facilities Committee, is attached.

Fiscal Impact:

\$13,815 Equipment

\$34,593 Surface

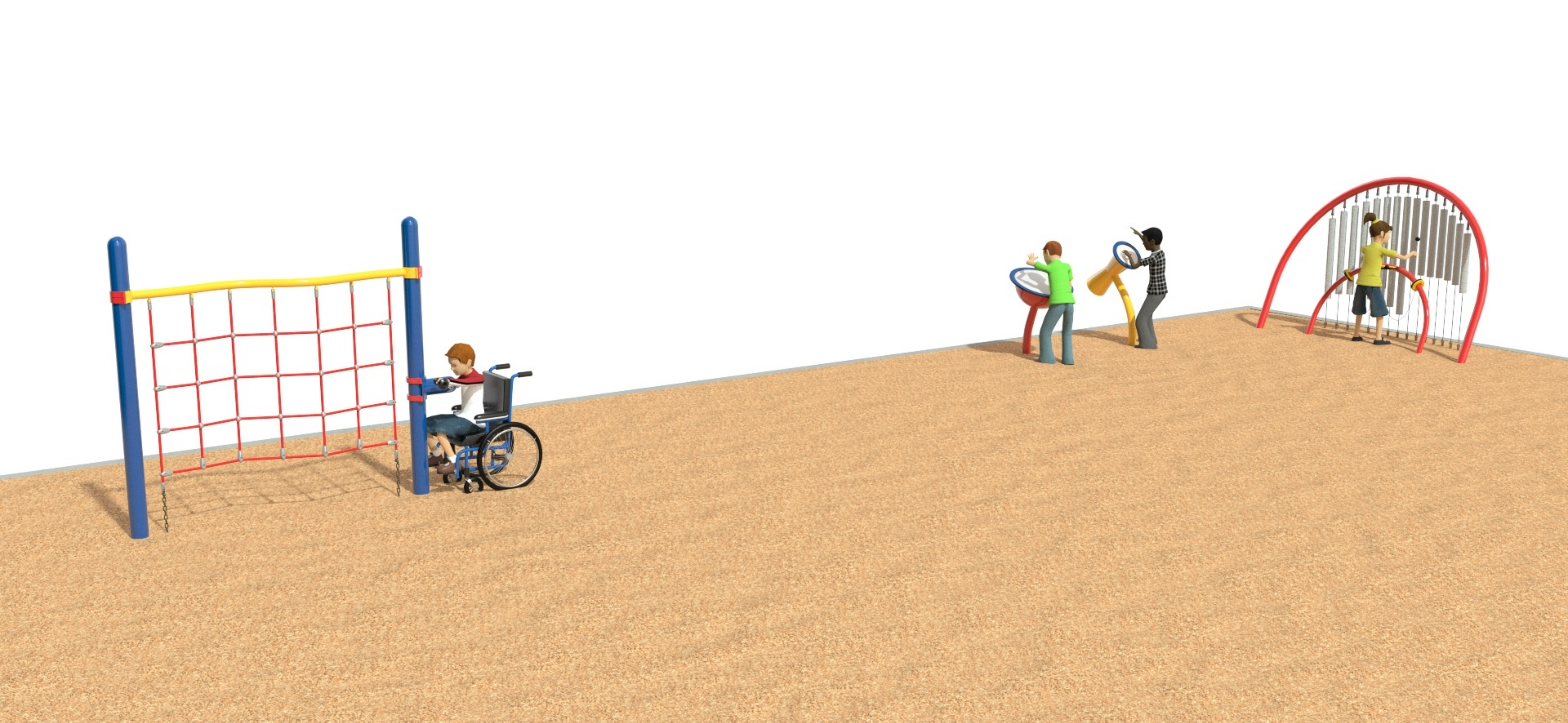
Bid surface preparation

Recommendation:

It is the Administrative recommendation that the Facilities Committee concurs to recommend to the Board of Education to authorize StudioGC to complete drawings and go out to bid for the Grade 1-2 Playground Improvement Project to be completed by the start of this fall.



ID	Task Name	Duration	Start	Finish	June 30/21	July 12/21	Aug 11/21
1	Lincolnwood SD74 - Project Schedule - Todd Hall 1st-2nd Grade Playground Renovations	19 days	Thu 6/10/21	Tue 7/6/21			
2	Bidding	19 days	Thu 6/10/21	Tue 7/6/21			
3	Ad for Bid to SD74	1 day	Thu 6/10/21	Thu 6/10/21			
4	Ad for Bid Published	1 day	Thu 6/17/21	Thu 6/17/21			
5	Out to Bid / Drawings Released to Contractors	1 day	Thu 6/17/21	Thu 6/17/21			
6	Receipt of Bids	1 day	Mon 6/28/21	Mon 6/28/21			
7	Bid Review	1 day	Tue 6/29/21	Tue 6/29/21			
8	Letter of Rec. to SD74	1 day	Wed 6/30/21	Wed 6/30/21			
9	Tentative Special Board Mtg Review & Contract Approval	1 day	Tue 7/6/21	Tue 7/6/21			
10							
11							
12							
13	Work Commences	1 day	Mon 7/19/21	Mon 7/19/21			
14	Substantial Completion	1 day	Mon 8/9/21	Mon 8/9/21			
15	<i>First Day of School</i>	<i>1 day</i>	<i>Thu 8/26/21</i>	<i>Thu 8/26/21</i>			



TODD HALL SCHOOL

LNW21TOD1-1-1 • 05.27.2021





Box 2121
 La Grange, IL 60525
 708-579-9055
 708-579-0109 (fax)
 1-800-526-6197

May 27, 2021

TODD HALL SCHOOL
 LINCOLNWOOD, IL
 REVISED
 FREESTANDING PLAY COMPONENTS

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
5-12 Year Olds Play Equipment				
1	235756A	Fish Net DB		\$ 2,540
1	153165A	Stationary Cyclor Accessible		470
2	111404E	116"Alum Post DB	\$ 295	590
		Subtotal		\$ 3,600
Outdoor Musical Instruments				
1	214442A	Rhapsody Grandioso Chimes DB		\$ 6,680
1	214445A	Rhapsody Kettle Drum DB		1,420
1	214444A	Rhapsody Kundu Drum DB		1,420
		Subtotal		\$ 9,520
		Equipment Subtotal		\$ 13,120
		Shipping Cost		695
		Equipment Total		\$ 13,815



Box 2121
 La Grange, IL 60525
 708-579-9055
 708-579-0109 (fax)
 1-800-526-6197

May 28, 2021

TODD HALL SCHOOL
 LINCOLNWOOD, IL
 REVISED
 SURFACING MATERIALS

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
Surface America				
PlayBound Poured in Place				
2-1/2" thick system with wear layer in 33% royal blue/ 33% gold/ 34% black speckled mix. Includes Aliphatic binder. Includes freight. (One color mix throughout/ no graphics or color breaks included.)				
2,064 Sq. Ft.		Poured-in-Place		\$ 34,593

Notes:

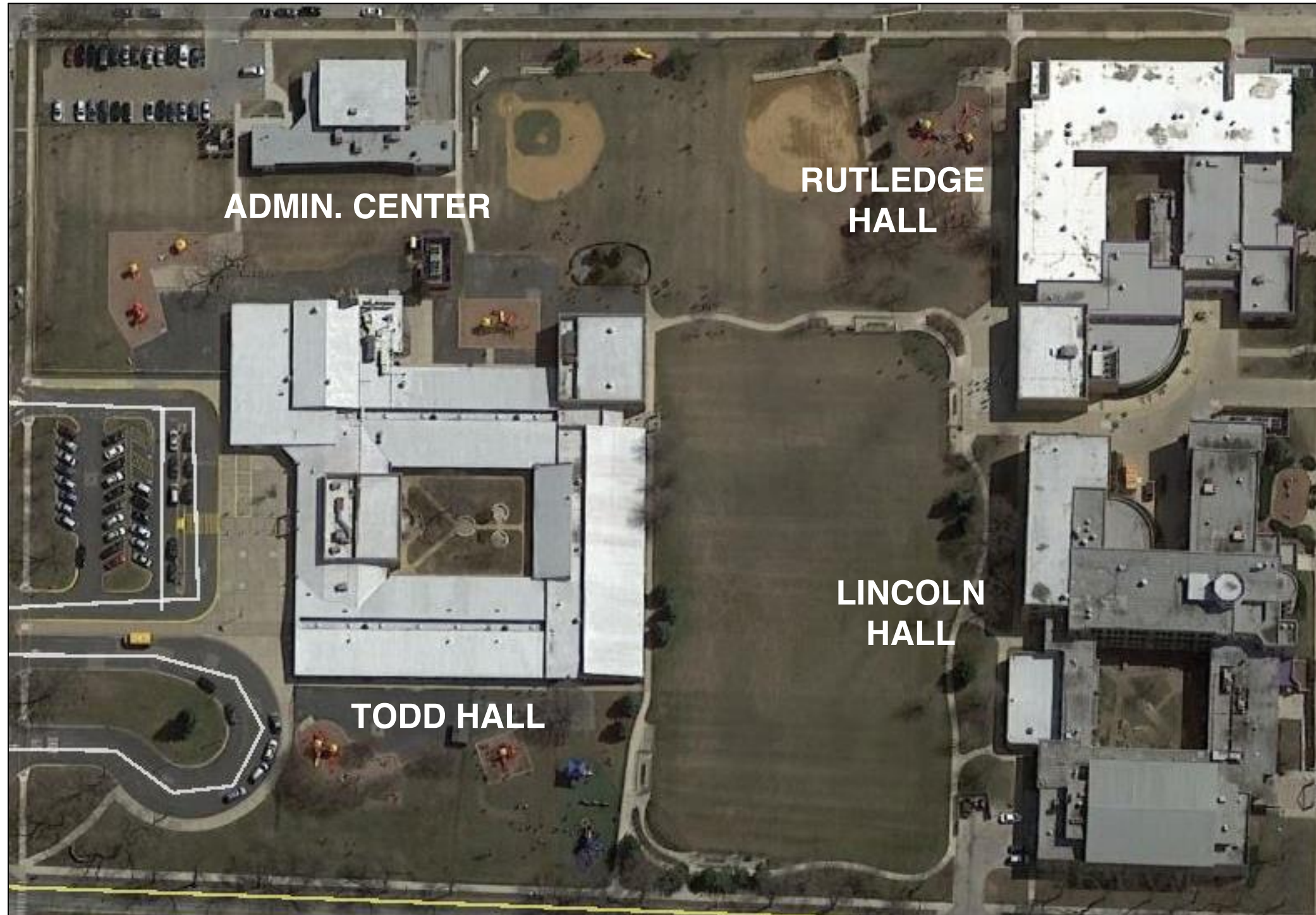
- * **Deduct for eliminating 154 sf of surfacing area = \$1,569**
- * 2-1/2" thick poured-in-place system meets 5' critical fall height.
- * Thicknesses quoted to meet industry standards for ASTM testing of 1000 HIC/ 200 Gmax.
- * This quote is for material and installation of the play surface only as described on the quote and does not include any ancillary work required such as sub base, security, drainage, removal of any existing surface, testing, etc. That would be done by others at no cost to Surface America.
- * Surface America poured-in-place system is IPEMA certified.
- * Standard wages included.
- * Quote does not include security that is needed to protect the surfacing during curing time. Purchaser shall be responsible for security, as needed, to prevent vandalism and/or damage of any type to the surface during installation process, curing time, and after the installation is completed.
- * With Certain EPDM rubber colors, Surface America recommends aliphatic (non-yellowing) binder be considered, however this is an additional charge. Adding aliphatic binder will carry a 10-year warranty.
- * Surface America recommends the following colors be used as accent colors only: Teal, Yellow, Purple and Primary Red. If one of the listed colors is selected for more than 25% of the top surface, additional charges may need to be added.
- * Price valid 30 days from day quote is provided.

LINCOLNWOOD SCHOOL DISTRICT 74

LONG TERM ROOF PLAN



DRAWING INDEX	
Sheet Number	Sheet Name
T.1	TITLE SHEET
A.1	ROOF DIAGRAMS
A.2	BUDGET PLAN



LONG TERM ROOF PLAN

For
LINCOLNWOOD
SCHOOL
DISTRICT 74

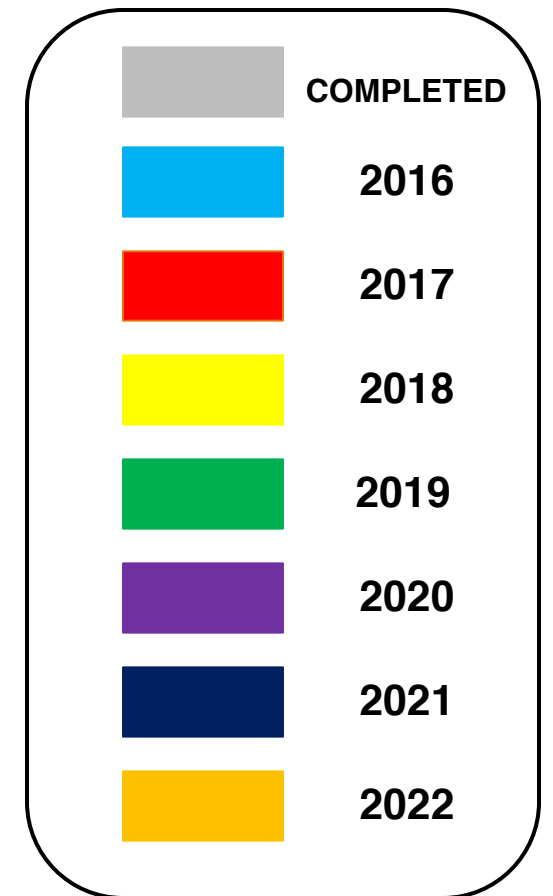
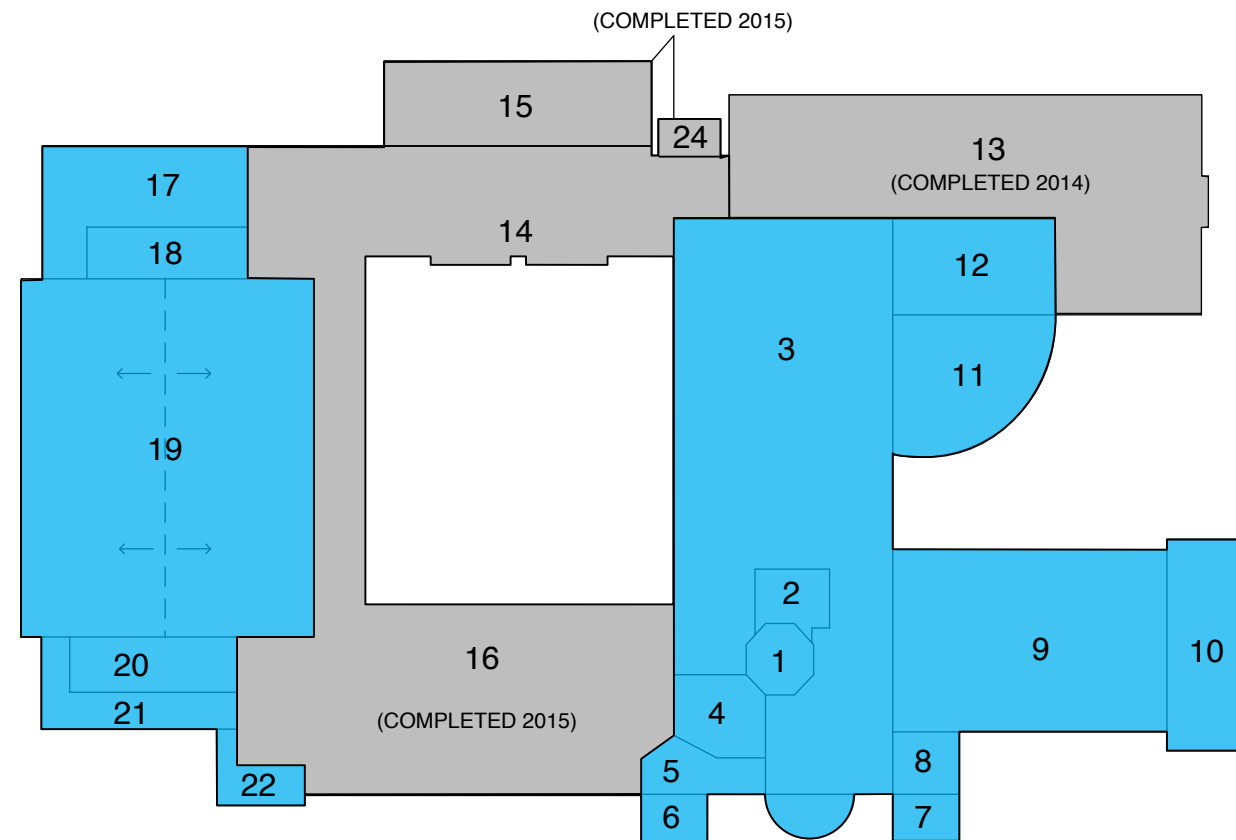
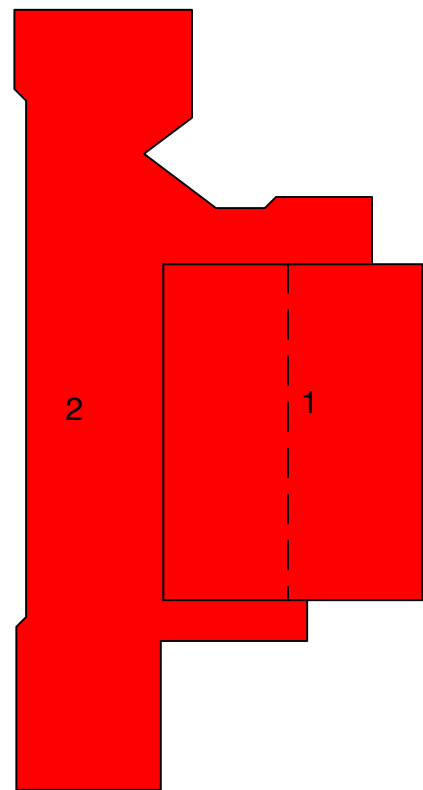
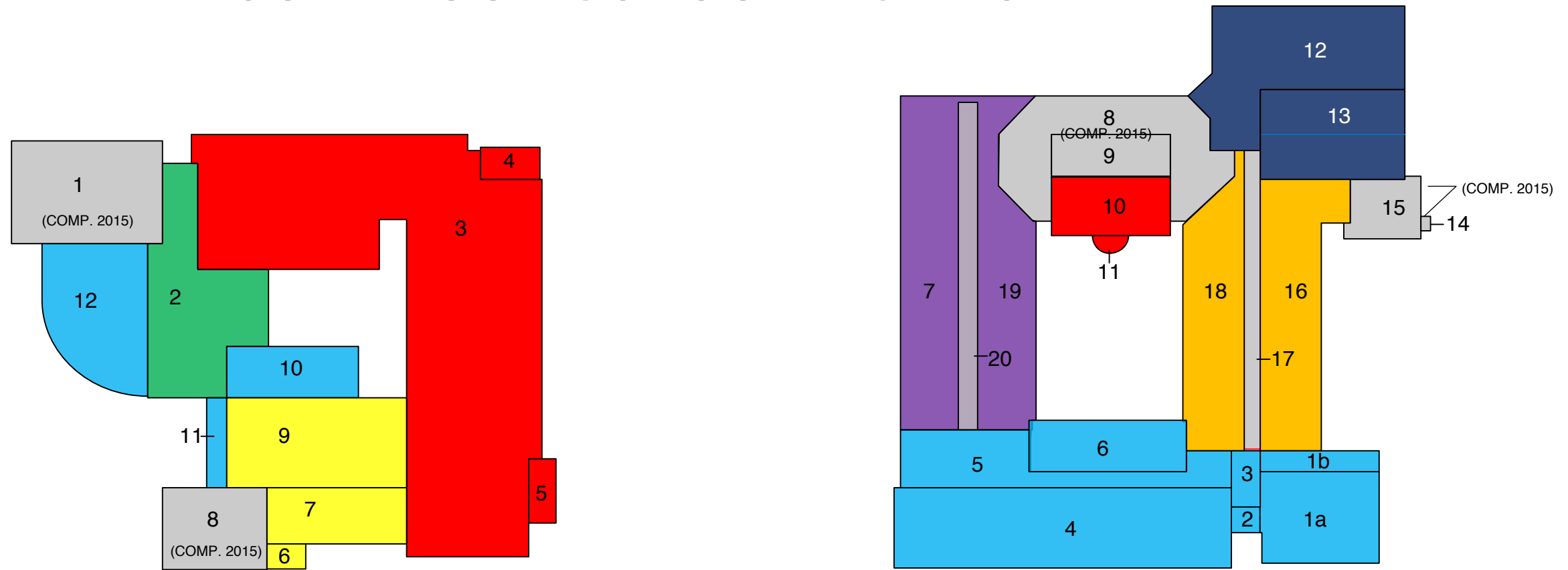
At
6950 N. EAST PRAIRIE RD.
LINCOLNWOOD, IL 60712



TITLE SHEET



LINCOLNWOOD SCHOOL DISTRICT 74



LINCOLNWOOD SCHOOL DISTRICT 74
LINCOLNWOOD, IL 60712



REVISION: 17A.1

SHEET: _____ OF _____
JOB NUMBER: _____
DWG BY: JSP / CHK BY: _____
DATE: _____

MULTI-YEAR ROOFING REPLACEMENT/RESTORATION SCHEDULE



RUTLEDGE HALL												
ROOF SECTION	Current System	Sq. Ft.	YR. Installed	Solution	2015	2016	2017	2018	2019	2020	2021	2022
1	MODIFIED BITUMEN	3,400	1993	REPLACE	\$75,000							
2	MODIFIED BITUMEN	4,000	2007	RESTORE					\$40,000			
3	TPO	18,300	1996	REPLACE			\$405,000					
4	TPO	250	1996	REPLACE			\$6,000					
5	MODIFIED BITUMEN	400	2005	REPLACE			\$10,000					
6	MODIFIED BITUMEN	220	2005	RESTORE				\$2,250				
7	MODIFIED BITUMEN	1,800	2005	RESTORE				\$18,250				
8	MODIFIED BITUMEN	1,900	2004	REPLACE	\$42,000							
9	MODIFIED BITUMEN	3,700	2010	RESTORE				\$37,500				
10	MODIFIED BITUMEN	1,500	2004	REPLACE		\$35,000						
11	MODIFIED BITUMEN	390	2010	COATING		\$4,000						
12	MODIFIED BITUMEN	3,100	2010	COATING		\$32,500						
		38,960	TOTALS		\$117,000	\$71,500	\$421,000	\$58,000	\$40,000			

LINCOLN HALL												
ROOF SECTION	Current System	Sq. Ft.	YR. Installed	Solution	2015	2016	2017	2018	2019	2020	2021	2022
1	MODIFIED BITUMEN	480	1993	REPLACE		\$11,000						
2	MODIFIED BITUMEN	330	1993	REPLACE		\$7,500						
3	MODIFIED BITUMEN	8,000	1993	REPLACE		\$175,000						
4	MODIFIED BITUMEN	330	1993	REPLACE		\$7,500						
5	MODIFIED BITUMEN	470	1993	REPLACE		\$11,000						
6	MODIFIED BITUMEN	250	1993	REPLACE		\$6,000						
7	MODIFIED BITUMEN	220	2003	REPLACE		\$5,500						
8	MODIFIED BITUMEN	320	1993	REPLACE		\$7,500						
9	MODIFIED BITUMEN	3,900	1993	REPLACE		\$85,000						
10	MODIFIED BITUMEN	1,200	1993	REPLACE		\$27,500						
11	MODIFIED BITUMEN	1,500	1994	REPLACE		\$34,000						
12	MODIFIED BITUMEN	1,000	1994	REPLACE		\$22,500						
13	MODIFIED BITUMEN	5,200	2014	NEW IN 2014								
14	MODIFIED BITUMEN	2,300	1989	REPLACE	\$51,000							
15	MODIFIED BITUMEN	2,600	1990	REPLACE	\$57,500							
16	MODIFIED BITUMEN	7,900	1989	REPLACE	\$175,000							
17	MODIFIED BITUMEN	1,300	1994	REPLACE		\$28,000						
18	MODIFIED BITUMEN	800	1994	REPLACE		\$18,000						
19	MODIFIED BITUMEN	7,300	1994	REPLACE		\$160,000						
20	MODIFIED BITUMEN	750	1994	REPLACE		\$17,500						
21	MODIFIED BITUMEN	850	1994	REPLACE		\$19,500						
22	MODIFIED BITUMEN	300	1989	REPLACE		\$7,500						
23	MODIFIED BITUMEN	250	1994	REPLACE		\$6,000						
24	MODIFIED BITUMEN	140	1989	REPLACE	\$3,500							
		47,690	TOTALS		\$287,000	\$656,500						

ADMINISTRATION CENTER												
ROOF SECTION	Current System	Sq. Ft.	YR. Installed	Solution	2015	2016	2017	2018	2019	2020	2021	2022
1	MODIFIED BITUMEN	3,300	1985	REPLACE			\$85,000					
2	MODIFIED BITUMEN	5,200	2010	COATING			\$25,000					
		8,500	TOTALS				\$110,000					

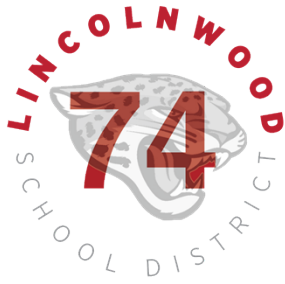
TODD HALL												
ROOF SECTION	Current System	Sq. Ft.	YR. Installed	Solution	2015	2016	2017	2018	2019	2020	2021	2022
1a	MODIFIED BITUMEN	3,200	1993	RESTORE		\$32,000						
1b	MODIFIED BITUMEN	850	1993	RESTORE		\$10,200						
2	MODIFIED BITUMEN	240	1993	RESTORE		\$2,880						
3	MODIFIED BITUMEN	500	1993	RESTORE		\$6,000						
4	MODIFIED BITUMEN	8,000	1993	RESTORE		\$68,000						
5	MODIFIED BITUMEN	3,700	1993	REPLACE		\$111,000						
6	MODIFIED BITUMEN	2,500	1993	RESTORE		\$25,000						
7	MODIFIED BITUMEN	6,400	1993	RESTORE					\$76,800			
8	BUILT UP ROOF	4,900	1985	REPLACE	\$108,000							
9	MODIFIED BITUMEN	1,500	1993	REPLACE	\$33,000							
10	MODIFIED BITUMEN	2,200	1993	REPLACE			\$24,200					
11	MODIFIED BITUMEN	160	1993	REPLACE			\$1,920					
12	MODIFIED BITUMEN	6,000	1993	REPLACE						\$72,000		
13	MODIFIED BITUMEN	4,000	1993	REPLACE						\$48,000		
14	MODIFIED BITUMEN	50	2006	REPLACE	\$1,000							
15	MODIFIED BITUMEN	1,400	1993	REPLACE	\$31,000							
16	MODIFIED BITUMEN	5,500	1999	REPLACE							\$68,750	
17	MODIFIED BITUMEN	1,800	1999	REPLACE	\$37,500							\$60,000
18	MODIFIED BITUMEN	4,800	1999	REPLACE								
19	MODIFIED BITUMEN	5,200	1999	REPLACE						\$62,400		
20	MODIFIED BITUMEN	2,000	1999	REPLACE	\$50,000							
		64,900	TOTALS		\$260,500	\$255,080	\$26,120	\$0	\$0	\$139,200	\$120,000	\$128,750

BUDGET SUMMARY

BUILDING	2015	2016	2017	2018	2019	2020	2021	2022
TODD HALL	\$260,500	\$255,080	\$26,120	\$0	\$0	\$139,200	\$120,000	\$128,750
LINCOLN HALL	\$287,000	\$656,500						
RUTLEDGE HALL	\$117,000	\$71,500	\$421,000	\$58,000	\$40,000	\$0	\$0	\$0
ADMINI. CENTER			\$110,000					
CAMPUS WIDE ANNUAL ROOF MAINTENANCE	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
TOTALS	\$674,500	\$993,080	\$567,120	\$68,000	\$50,000	\$149,200	\$130,000	\$138,750

LEGEND:

POTENTIAL RESTORATION
COMPLETED



Executive Summary Facilities Committee Meeting

DATE: June 8, 2021

TOPIC: Custodial Equipment Purchase

PREPARED BY: Jim Caldwell, Director of Buildings & Grounds

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The Board approves purchases over \$10,000. The majority of Lincolnwood School District 74's cleaning equipment is 10+ years old. In order to continue to clean the buildings to high standards, now is a good time to upgrade certain equipment that is revealing wear. By purchasing this equipment from the District's current custodial services provider, GSF, the installation, training, and maintenance will be included at no additional cost. Furthermore, Tenet is a premium equipment brand. For example, the T350 stand-on scrubber for hard surfaces offers touchless pad changes, a wide reach for efficiency, and a tank that holds enough water to cover 38,000 square feet before needing a refill. Yes, the T350 runs on water that becomes electrically charged, so there are no expensive chemical solutions to continually purchase.

Fiscal Impact:

\$23,989.74 One-Time payment

\$425.82/month for 60 months added to the existing GSF service invoices (contract expires in 12 months & total would be \$25,489.20)

Recommendation:

It is the Administrative recommendation that the Facilities Committee concurs to recommend to the Board of Education to approve the purchase of cleaning equipment from GSF by means of a one-time payment in the amount of \$23,989.74.



May 31, 2021

Mr. James Caldwell
Lincolnwood SD 74
6950 East Prairie Rd
Lincolnwood, IL 60712

RE: Equipment Addition

Dear Mr. Caldwell

There is a heightened sense of scrutiny for demonstration that we are doing our part to provide clean, health, and safe environments. Our plan will help you to return safely, navigate change and deliver assurance by demonstrating trustworthy cleaning and disinfection. Below are the items we discussed adding to our service offering to you.

Equipment- Outfit Proposed (60 month commitment) \$425.82/**Month** Or
\$23989.74 One
Time

We will add a dedicated Tennant Equipment to Lincolnwood SD 74. This equipment will be used in School District 74 to ensure the Highest level of Clean. Training, Installation and Maintenance of all equipment will be Provided by GSF-USA or its vendors.

Best regards,

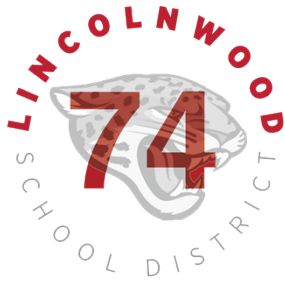
Grant W. Mackall

Grant Mackall
Operational Asset Manager

Lincolnwood School Dist Equipment Proposal



Make	Model	Description	Quantity	Price	Extended
Tennant	T350	24" Stand on Scrubber	1	\$11,141.50	\$11,141.50
Tennant	FM20	20" single speed w/ solution tank and driver	3	\$950.00	\$2,850.00
Tennant	V-SMU-14	12" Upright Vac with Hepa Filtration	11	\$350.00	\$3,850.00
Tennant	Wet Dry	24 gal Wet dry w/ Front squeegee	3	\$741.00	\$2,223.00
Tennant	Imop XL	18" self contained scrubber	1	\$3,925.24	\$3,925.24
One time Purchase					\$23,989.74
60 Month Amortization					\$424.82



Executive Summary Facilities Committee Meeting

DATE: June 8, 2021

TOPIC: Rutledge Hall Elevator Modernization

PREPARED BY: Jim Caldwell and Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

Thyssen Krupp Elevator (TKE) prepared a proposal to modernize Rutledge Hall's Dover brand elevator. Benefits of modernization include improved fire and life safety features, decreased waiting times, and reduced energy consumption and operational costs. TKE priced the project at \$57,976.87 while Otis Elevator stated a cost of \$88,000 to perform the work.

District Legal Counsel reviewed the TKE proposal and drafted a contract certification to include. There is no requirement to bid since TKE bought Dover, the manufacturer of this elevator, it fits into the exception for "contracts for the maintenance or servicing of, or provision of repair parts for, equipment which are made with the manufacturer or authorized service agent of that equipment where the provision of parts, maintenance, or servicing can best be performed by the manufacturer or authorized service agent." TKE signed the contract acceptable with legal counsel.

Fiscal Impact:

\$57,976.87

Recommendation:

It is the Administrative recommendation that the Facilities Committee concurs to recommend to the Board of Education to approve the proposal from Thyssen Krupp Elevator for the modernization of Rutledge Hall's elevator in the amount of \$57,976.87 to be completed summer 2021.

SCHOOL DISTRICT – TK ELEVATOR
CONTRACT CERTIFICATION AND AMENDMENT

TK Elevator Corporation (“Contractor”) agrees to provide goods and services to Lincolnwood School District No. 74 (the “District”) per the terms and conditions stated herein and in the Modernization Proposal dated March 29, 2021, which is attached hereto as Exhibit A and incorporated herein. The Contractor certifies that its officers, employees, and agents are not barred from bidding and entering into an agreement with the District as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code of 1961* (720 ILCS 5/33E-3, 33E-4) or otherwise under the Illinois *School Code* (105 ILCS 5/10-20.21). As required by law, the Contractor certifies that it and all its affiliates will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois *Use Tax Act* (35 ILCS 105/1 *et seq.*) regardless of whether the Contractor or its affiliate is a “retailer maintaining a place of business within this State” as defined in Section 2 of the *Use Tax Act* (35 ILCS 105/2). The Contractor further certifies that to the extent applicable, it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act* (30 ILCS 580/1 *et seq.*). Contractor further agrees to comply with all other applicable state and federal laws and regulations, including but not limited to (as applicable) the *Illinois Prevailing Wage Act*, 820 ILCS 130/1 *et seq.*, including payment of not less than the prevailing rates as published on the Department of Labor’s official website to any laborers, workers and mechanics performing work under this Contract and submission of proper certified payrolls (as applicable), and the *Public Construction Bond Act*, 30 ILCS 550/0.01 *et seq.* As required by regulation of the Illinois Department of Human Rights, the Equal Opportunity Clause contained in Exhibit B and the representations therein are hereby incorporated into this Certification.

Contractor acknowledges that it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools.

The terms of the Modernization Proposal attached hereto as Exhibit A shall be modified and supplemented as follows:

- A. Contractor shall perform all work outside of school student attendance days.
- B. Section 9.j is deleted in its entirety. Copies of the District’s most recent Ten-Year Health/Life Safety Survey and any annual reports are available upon request. Removal and disposal of asbestos containing material, PCP’s lead or other hazardous substances are the responsibility of the District, but the Contractor shall immediately notify the District upon discovery of material that may possibly contain asbestos or other hazardous substances.
- C. The following is added to Section 9.n: This agreement shall be construed according to the laws of the State of Illinois without regard to conflicts of laws principles. The parties agree that venue for any disputes between the parties shall be the Circuit Court of Cook County, Illinois, and the Contractor hereby submits to the jurisdiction of that court.
- D. The following is added to Section 9.o: Contractor shall maintain general liability insurance or self-insurance with limits of at least \$1,000,000 per occurrence and in the aggregate (including any umbrella insurance) and to name the District, its board members, and its agents and employees, as additional insureds, covering for injury or death to any person or persons, and property damage, and including completed operations.
- E. Section 9.p is deleted in its entirety.
- F. Section 9.q is deleted in its entirety. Contractor shall indemnify, defend, and hold harmless the Board of Education, its individual Board members, Board officers, employees, agents, representatives, insurers, successors, and assigns from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses, including, without limitation, orders, judgments, fines, forfeitures, amounts paid in settlement,

and attorney's fees and costs approximately resulting from services rendered by Contractor, regardless of whether or not said claims are in law or in equity, or before any administrative body, and regardless of whether or not said claims are for property damage, personal injury, or death.

- G. Section 9.r is deleted in its entirety. The District shall maintain its ordinary insurance coverages. Copies of certificates of insurance are available upon request.
- H. The Board of Education shall not waive any customary warranties nor waive any rights by making payment.

TK Elevator Corporation

By: _____
Signature of Officer or Authorized Representative

Title

Date: _____

Lincolnwood School District No. 74

By: _____
Signature of Officer or Authorized Representative

Title

Date: _____

Modernization Proposal



SCOPE OF WORK

Grouping Name: 1

Equipment Type: Hydraulic	Speed: 100 fpm
2 Stops (2 Front /0 Rear)	Capacity: 2000 lbs.

Units Included

Building	Nickname	OEM Serial #	TKE Serial #	Legal ID
RUTLEDGE HALL ELEMENTARY		ED9184	US35967	H012098

Description of Work

Controller

- Controller Machine Room Box
- TAC 32 Controller (Includes Options listed below)
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
- eMax Monitoring Device Provisions
- Battery Lowering in Controller
- Solid State Starters (6 or 12 leads) 208 VAC

Car

- 21" Toe guard
- Car Top Exit Switch

Hoistway

- HN Boxes (per each 2 cars, grouped)
- Selector and magnets (terminal limits included) Existing Steel Tape to be reused
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

Pit

- Pit Stop Switch

Modernization Proposal



Door Equipment

- LD-16 Plus Drive Only (FRONT)
 - includes Car Top Inspection station (w/ alarm signal)
- Micro Light (Front)

Car Fixtures

- Main Car Station Includes Options Below
 - Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Vandal Resistant Floor Buttons
- Cast Braille Plates for Car Features
- Standard Key Switch Package
 - Fan
 - Light
 - Independent
 - Stop
 - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Position Indicator (2" CE Segmented)
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button (constant pressure)

Hall Fixtures

- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Fusion Hall Lanterns (Standard) White Up/Down LED's #4 S/S (304)
- Car Identification Plate for Main Egress Floor (Section 2.29)
- Hoistway Access Switch (Standalone)
- Terminal Hall Stations (Flush Mounted) (#4 S/S (441))
- 2009 & 2010 Elevator Communications Failure add
- Terminal Hall Stations (Flush Mounted) (#4 S/S (441))

Modernization Proposal



1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	8 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	2 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

Modernization Proposal



Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$57,976.87
Initial progress payment:	(50%)	\$28,988.44
Material furnished:	(25%)	\$14,494.22
Total of remaining progress payments:	(25%)	\$14,494.22

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

5. Work Not Included

Modernization Proposal



There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:

- a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
- b. A legal machine/control room, adequate for the elevator equipment, including floors, trap doors, gratings, access platforms, ladders, railings, foundations, lighting, ventilation sized per the TK Elevator shop drawings. Purchaser must maintain machine/control room temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- c. Adequate bracing of entrance frames to prevent distortion during wall construction.
- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide the following:

- a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
- b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
- c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
- d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
- e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
- f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
- g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
- h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;

Modernization Proposal



- i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
 - j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
 - k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
 - l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.
2. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device;
- one additional data line per group of elevators for diagnostic capability wired to designated controller;

C. Miscellaneous:

- 1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
- 2. Hydraulic jack replacement:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
 - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
 - d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
 - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
 - f. engineering, provision and installation of methane barriers or coordination/access;
 - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
 - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
 - i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

Modernization Proposal



- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both vander Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as “normal working hours”). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

7. Temporary Use, Inspection and Turnover

Modernization Proposal



- a. Unless required by specification, TK Elevator will not provide for “temporary use” of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser’s execution of TK Elevator’s standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator’s standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$3,500.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator’s local service billing rates.
- b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$2,500.00 via change order prior to scheduling a re-inspection.
- c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator’s “Final Acceptance Form.” The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator’s notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator’s “Final Acceptance Form” shall not be unreasonably delayed or withheld.
- d. Should the Purchaser or the local authority having jurisdiction require TK Elevator’s presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator’s current billing rate as posted at its local office.
- e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator’s sole opinion, is neat and clean.
- f. Purchaser agrees to accept a live demonstration of equipment’s owner-controlled features in lieu of any maintenance training required in the bid specifications.
- g. Purchaser agrees to accept TK Elevator’s standard owner’s manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a “device”). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

Modernization Proposal



- a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. Purchaser is responsible, in addition to the Proposal price, to pay TK Elevator for any additional (or any increase in) applicable taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator after the date of acceptance of this Proposal by any governmental authority or by any of TK Elevator's suppliers of the materials and/or components required in connection with this Proposal.

Modernization Proposal



- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
- l. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
- m. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
- n. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
- o. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

Modernization Proposal



p. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

q. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

r. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

s. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

Modernization Proposal



Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Fifty Seven Thousand Nine Hundred Seventy Six Dollars and Eighty Seven Cents (\$57,976.87).

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

(Purchaser): TK Elevator Corporation Management Approval

By:

(Signature of Authorized Individual)
Jim Caldwell

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)

By:

(Signature of Branch Representative)
Ryan Tanzer
Sales Manager

(Date of Execution)



SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT

Please Remit To: TK Elevator
PO Box 3796
Carol Stream, IL 60132-3796

Attn: Jim Caldwell

Date	Terms	Reference ID	Customer Reference # / PO
March 29, 2021	Immediate	ACIA-1TA6RC8	
Total Contract Price:			\$57,976.87
Initial progress payment:		(50%)	\$28,988.44

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 331 7031293. To make a payment by phone, please call 770-261-0048 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:		Remit To:	
Location Name:	RUTLEDGE HALL ELEMENTARY	TK Elevator	
Customer Number:		PO Box 3796	
Quote Number:	2021-2-1027711	Carol Stream, IL 60132-3796	
Reference ID:	ACIA-1TA6RC8		
Remittance Amount:	\$28,988.44		

EXHIBIT B

[NOTE: Illinois law requires that this statement be included in all Illinois public contracts (See 44 Ill. Adm. Code 750.10)]

The Contractor agrees to fully comply with the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et. seq.*, including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et. seq.*, and rules and regulations promulgated thereunder. The following provisions are included in this Contract pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Contractor shall be required to comply with these provisions only if and to the extent they are applicable under the law. As required by Illinois law, in the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the *Illinois Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations. During the performance of this contract, the Contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligation under the *Illinois Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
- E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the *Illinois Human Rights Act* and the Department's Rules.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with *Illinois Human Rights Act* and the Department's Rules.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

OTIS

DATE: May 12, 2021

TO:
Rutledge Hall Elementary
6850 N Prairie Rd
Lincolnwood, Illinois 60712

FROM:
Otis Elevator Company
651 W. Washington Blvd.
Chicago, IL 60661

PROJECT LOCATION:
6850 N Prairie Rd
Lincolnwood, Illinois

MACHINE NUMBER: One (1) Passenger

PROPOSAL NUMBER: JSV908

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

OTIS HydroAccel HYDRAULIC CONTROL SYSTEM

We propose to furnish labor and material to provide a hydraulic microprocessor-based control system. It is specifically designed to meet the particular needs of modernizing hydraulic elevators. The system is integrated by communications over serial links and discrete wiring

Scope of Work

Elevator Designation	1
Model	Hydraulic Elevator
Capacity and Speed	2000lbs. @ 100 FPM
Rise	Approx. 12'
Floors Served	L,2
Stops and Openings	2 stops / 2 front opening
Clear Car Inside Dimensions	Retain existing
Clear Hoistway	Retain existing
Group Hoistway	Retain existing
New Equipment	<ul style="list-style-type: none"> • OTIS HydroAccel controllers • Submersible power unit • Traveling cables • Hoistway wiring • One (1) applied car operating panel • One (1) hall button riser • Car riding lantern • Car guides • Closed loop door operators • Door locks • Door restrictors • Unlocking devices • Electronic door protection • Hoistway switches • ADA Auto Dial Phones • Fireman Service (phase I & II)
Retained Equipment	<ul style="list-style-type: none"> • Piston and cylinder • Cab shell • Cab interiors • Car sill • Car sling & platform • Car door panels • Car door tracks & hangers • Hoistway door panels • Hoistway door tracks & hangers • Hoistway door sills • Hoistway door frames • Hoistway fascia • Rails • Buffers
Operation	Elevonic® microprocessor controls
Power Supply	480 Volts, 3 Phase AC, 60 Hertz (please confirm)
Cab Enclosure	Retained
Cab Flooring	Retained
Miscellaneous	Clean and paint machine room floor; clean hoistway & car tops
Additional Features	Independent service, utility outlet, automatic leveling, anti-nuisance operation, inspection operation,
Code	Complies with ANSI A17.1, City of Chicago Code and A.D.A., Seismic Zone 0

WORK BY OWNERS – NOT IN CONTRACT

The following items must be performed by others and you agree to provide this work in accordance with the applicable codes and enforcing authorities:

1. **AIR CONDITIONING** - Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 45oF and 95oF. The relative humidity should not exceed 85 percent non-condensing.
2. **BUILDING POWER** - Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all of the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.
3. **SMOKE & HEAT SYSTEM** - Provide a smoke and heat detector system, located as required with wiring from the sensing devices to each elevator controller.
4. **SPRINKLERS** - Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room.
5. **CUTTING & PATCHING** - Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.
6. **MAIN DISCONNECT** - Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a **SHUNT TRIP** disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.
7. **GROUND WIRE** – Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.
8. **CAR LIGHT POWER SUPPLY & DISCONNECT** - Provide a 120 volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch for each elevator, with feeder wiring to each controller for car lights.
9. **REMOTE MONITORING POWER SUPPLY & DISCONNECT** - Provide a separate 120 volt, 15 ampere single phase-phase power supply with a SPST with a fused disconnect switch or circuit breaker for remote monitoring capable of being locked in the open position.
10. **REMOTE MONITORING MAINTENANCE TELEPHONE LINE REQUIREMENTS** - Provide one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at a dispatching center. The telephone line may be either a separate line dedicated to the remote monitoring maintenance equipment or may be an existing line that is shared between another telephone and the remote monitoring maintenance equipment.

11. REMOTE PANELS – Provide required conduit, with adequate pull boxes and ells from the elevator hoistway(s) to the location or locations required to facilitate the installation of the Lobby Panel. Size and number as specified by Otis. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.
12. LIGHTING - Any modification or installation of lights and/or GFI electrical outlets in the machine room, secondary level and/or pit to be performed by others. Provide sufficient lighting in the buildings common areas to facilitate a safe working environment.
13. MACHINE ROOM ACCESS - Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment.
14. FIRE EXTINGUISHER - Provide fire extinguisher in elevator machine room.
15. NON-ELEVATOR MATERIAL IN HOISTWAY - Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoistway.
16. HOISTWAY VENTILATION - Provide code compliant hoistway ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoistway. Pressurizing the hoistways, or providing vents from the top of the hoistway to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoistway nor less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent the hoistway to the machine room. If the hoistway vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.
17. HOISTWAY LEDGES - Provide a 75-degree angle constructed of a non-combustible material on all ledges that are 2” are greater in the hoistway, excluding multi-hatch divider beams.
18. SUMP HOLE GRATING - Provide a flush grating over the sump hole located in the elevator pit.
19. WORK BY OTHERS SCHEDULING – All “Work by Others” must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.
20. ASBESTOS – Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.
21. STORAGE - Provide dry, protected and secure storage space adjacent to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.
22. DISPOSAL The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole responsibility of the Owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the owner.
23. OPERATING ELEVATORS FOR OTHER TRADES – If we are required to operate an elevator to facilitate the work of other trades (i.e. sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.

The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

**PRICE: \$ 88,000.00 (subject to site review)
Eighty-Eight Thousand Dollars**

This price is based on a **fifty percent (50%)** down payment in the amount of **\$ 44,000**

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as :you:), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Submitted by: 
John Vrablik

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

OTIS ELEVATOR COMPANY
Approved by Authorized Representative

Date:

Date:

Signed: X

Signed:

Print Name:

Print Name:

Title:

Title:

Name of Company:

Principal, Owner or
Authorized Representative of Principal or Owner

Agent
(Name of Principal or Owner)

TERMS AND CONDITIONS

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our option, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to all the equipment furnished hereunder when final payment for such material is received by us. In addition, you shall be granted a license to use any software incorporated into any such equipment solely for operating such equipment.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made as follows: A down payment of fifty percent (50%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed; 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 be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.

Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.

We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.

Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.



Facilities Committee Meeting

DATE: June 8, 2021

TOPIC: District Facilities Update

PREPARED BY: Courtney Whited

Recommended for:

Action

Discussion

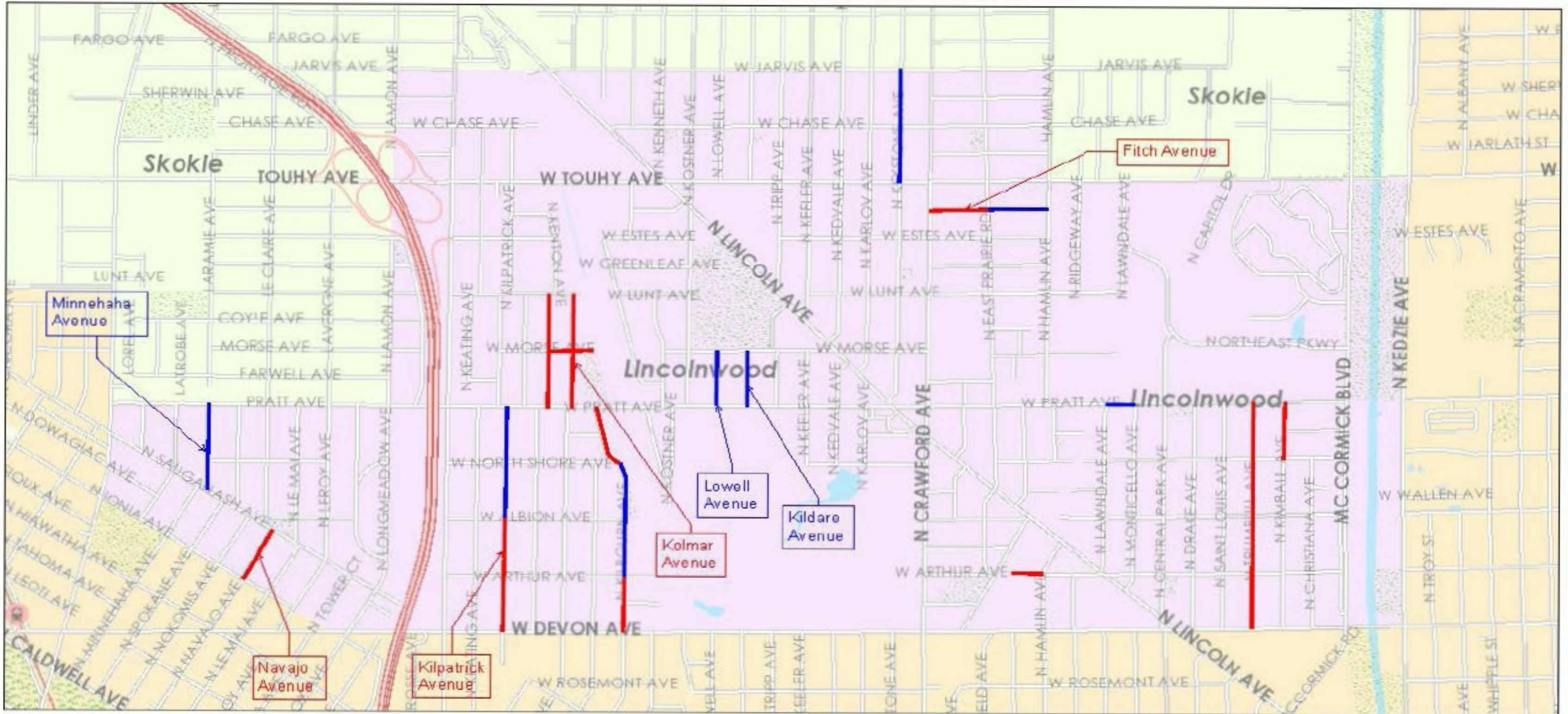
Information

Purpose/Background:

To provide the Facilities Committee an update on ongoing Districtwide project(s)

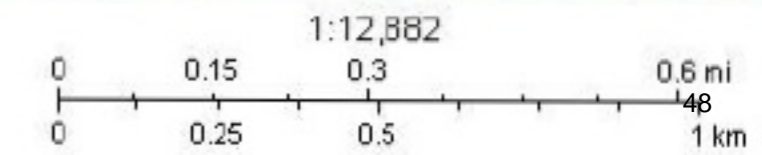
1. The Village of Lincolnwood will continue paving and water main projects this summer. See the attached PDF provided by the Village. The District has already communicated with First Student relative to the impact on transportation services and will continue to do so. The work is expected to be completed in November.

Project Location Map Lincolnwood 2021 Infrastructure Improvements



September 15, 2020

- Resurfacing Streets
- Water Main Replacement



Cook County GIS Dept