

RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT WITH ALLIED GARAGE DOOR, INC. TO PROVIDE EMERGENCY OVERHEAD DOOR REPAIRS AND MAINTENANCE SERVICES AT VILLAGE OWNED FACILITIES IN 2024 IN AN AMOUNT NOT TO EXCEED \$50,000.00

THIS RENEWAL OF THE INDEPENDENT CONTRACT AGREEMENT (hereinafter referred to as the “Renewal”) between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and Allied Garage Door, Inc. (hereinafter referred to as the “Contractor”) is entered into as of the effective date set forth below (collectively referred to as the “Parties”).

RECITALS

WHEREAS, the Parties previously entered into an Independent Contractor Agreement dated March 1, 2023 (“Agreement”); and

WHEREAS, the Parties seek to renew the Agreement pursuant to the terms of the Agreement in an amount not to exceed \$50,000.00.

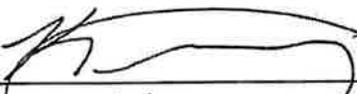
NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.
2. **RENEWAL OF AGREEMENT.** The Agreement between the Parties is hereby renewed pursuant to the terms of the Agreement for an additional one (1) year term beginning January 1, 2024 through December 31, 2024.
3. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.
4. **EFFECTIVE DATE.** This Renewal shall be effective January 1, 2024.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Renewal to the Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF OAK PARK


By: Kevin J. Jackson
Its: Village Manager

Dated: December 6, 2023

ALLIED GARAGE DOOR, INC.

Andrew Photopoulos
By: Andrew Photopoulos
Its: Senior Sales Rep

Dated: December 19th, 2023

**REVIEWED AND APPROVED
AS TO FORM**


DEC 09 2023
LAW DEPARTMENT

ATTEST

Alyssa Janczewski
By: Alyssa Janczewski
Its: Sales Rep

Dated: December 19th, 2023



Office of the Secretary of State

ilsos.gov

Business Entity Search

Entity Information

Entity Name	ALLIED GARAGE DOOR, INC.		
File Number	53963838	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	09-05-1985	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	09-18-2023	Annual Report Year	2023
Agent Information	L PARISE 712 N ARDMORE AVE POBOX 817 LOMBARD ,IL 60148	Agent Change Date	11-25-1998

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

[Purchase Master Entity Certificate of Good Standing](#)

[Purchase Assumed Name Certificate of Good Standing](#)

[Change of Registered Agent and/or Registered Office](#)

[Articles of Amendment Effecting A Name Change](#)

[Adopting Assumed Name](#)

Original request -

See revised

request for \$50,000

which was approved

by the Village Manager

AGENDA ITEM SUMMARY

Submitted By:

Rob Sproule, Public Works Director

Reviewed By:

Agenda Item Title:

A Resolution Approving a Renewal of the Independent Contractor Agreement with Allied Garage Door, Inc. to provide Emergency Overhead Door Repairs and Maintenance Services at Village Owned facilities in 2024 in an Amount Not to Exceed \$40,000.00

Overview:

The Public Works Department is responsible for the maintenance and repair of Village Facilities. A number of the buildings have large overhead doors for vehicle access. Staff request a renewal of the current Independent Contractor Agreement with Allied Garage Door, Inc. for emergency overhead door repair that expires on December 31, 2023. The Agreement allows for two additional one-year renewal periods. This would be the first of the two annual renewals.

Recommendation:

Approve the Resolution.

Background:

In March of 2023, the Village entered into an Independent Contractor Agreement with Allied Garage Door, Inc. for emergency overhead door repairs and maintenance services at Village owned buildings. That Agreement expires on December 31, 2023. The Agreement allows for two additional one-year renewal periods. If approved, this would be the first of the two possible renewals and staff.

Allied has submitted a statement indicating that they intend to provide the same level of service in 2024 at the same hourly rates as 2023. Allied has been the Village's overhead door contractor for many years and has always performed well and been professional, reliable and competent. Staff recommends that the Village Board approves the Renewal of the Independent Contractor Agreement with Allied Garage Door for 2024.

Fiscal Impact:

If approved, the total contract amount with Allied Garage Door would not exceed \$40,000.00 in Fiscal Year 2024, which includes \$30,500 for the Building Maintenance Division, \$1,500.00 for the Water Division and \$3,000.00 for the parking garages. Please see the table below for a breakdown of the allocations for this Agreement in reference to the budgeted amount in the general ledger accounts.

Location	GL Account No.	Budgeted Amount	Allocated for this Agreement
Public Works and Village Hall	1001-43790-101-540674	\$205,000	\$35,500.00
Central Pump Station	5040-43730-776-540674	\$36,500	\$1,500.00
Holley Court Garage	5060-43770-788-540674	\$31,000	\$1,000.00
Avenue Garage	5060-43770-784-540674	\$31,000	\$1,000.00
OPRF Garage	5060-43770-783-540674	\$31,000	\$1,000.00
TOTAL:			\$40,000.00

DEI Impact:

N/A

Alternatives:

The Board may delay action to gain additional information.

Previous Board Action:

N/A

Citizen Advisory Commission Action:

N/A.

Anticipated Future Actions/Commitments:

It is anticipated that the Public Works Department will bring these agreements to the Village Board annually.

Intergovernmental Cooperation Opportunities:

N/A.

ALLIED

GARAGE DOOR, INC.

PROMPT, PROFESSIONAL SERVICE & INSTALLATION OF DOORS & EQUIP.

1.800.660.1877

October 19, 2023

Allied Door would like to accept the renewal of the currently contract. The 1st contract extension will be effective 1/1/24 through 12/31/24. The rate for 2024 will remain the same as 2023. We appreciate the opportunity to continue servicing the Village of OakPark.

Sincerely,



Will Tortoriello

VP operations

Allied Garage Door



P.O. BOX 817 • LOMBARD, IL 60148 • PHONE: 1.630.279.0795 • FAX: 630.279.0882

www.allieddoor.com



Village of Oak Park
Department of Public Works
Building Maintenance Division

MEMORANDUM

DATE: February 24, 2023

TO: Rob Sproule, Public Works Director 

FROM: Vic Sabaliauskas, Building Maintenance Superintendent

RE: 2023 Overhead Door Repair Contract with Allied Garage Door

The Public Works Department Building Maintenance contractor typically makes repairs as needed to various overhead (OH) doors at all Village owned buildings. On the occasion when the contractor is unavailable, lacks the necessary equipment, skill or licensing to perform such repairs, or when multiple repairs are required simultaneously, an outside contractor is called to complete the repairs.

In December of 2022, Public Works Department staff solicited bids from several area OH door companies for labor rates for emergency repairs to OH doors at Village owned buildings. The Village selected Ampol Group International, an Independent Contractor Agreement was executed and a PO for \$23,000 was opened. To-date, there is a balance of \$22,590.00 on their PO (#03641).

Ampol Group has been non-responsive in providing quotes for repairs needed at the Public Works Center and at the Central Pump Station. Additionally, when Ampol was at the main fire station to repair one of the OH doors in January, Fire Dept. staff stated that Ampol technicians were not very professional and did not complete the needed repairs to their satisfaction.

At this time, I recommend reducing the Ampol PO to \$5,000 (which would free up \$17,590) and opening a new PO with Allied Garage Door, Inc. for \$20,000. There are sufficient funds in the Building Maintenance Operating Budget Property Repair fund to cover the added \$2,410. Allied Garage Door, Inc. has been the Village's OH door maintenance and repair company for many years in the past and has always performed well and professionally.

Included with this Memo is an Independent Contractor Agreement with Allied Garage Door. The FY2023 General Fund, Public Works Department, Building Maintenance Division Operating Budget contains \$178,000 in account no. 1001-43790-101-540674 for property repairs, \$14,250 of which would be for OH door repairs at Village Hall, Public Works Center and three fire stations. The FY2023 Water Fund Budget contains \$50,000 in account no. 5040-43730-776-540674 for property repairs, \$1,500 of which would be for OH door repairs. The FY2023 Parking Fund Budget contains a combined total of \$31,000 for property repairs in account numbers 5060-43770-783, 784 and 788-540674, \$4,250 of which would be for OH door repairs. If approved, the total contract cost with Allied Garage Door would not exceed \$20,000.00 in FY2023.

Please let me know if you have any questions. Thank you.

Bid Summary for Village of Oak Park Overhead Door Repairs 2023
12/23/2022

Labor/Personnel	Ampol Group	United Door *	Allied Door	DH Pace		
Straight Time	\$ 100.00	\$ 142.00	\$ 135.00	\$ 152.00		
After-hours - time & a half (Mon-Sat)	\$ 100.00	\$ 190.00	\$ 135.00	\$ 228.00		
Sundays and holidays (double time)	\$ 150.00	\$ 190.00	\$ 270.00	\$ 228.00		
Emergency call-out	\$ 150.00	\$ 190.00	\$ 202.00	\$ 304.00		
* Trip Charge		\$ 75.00				
* Scissor Lift Charge		\$ 165.00				



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "Contract" or "Agreement") is entered into on the 1 day of March, 2023, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as "Village"), and Allied Garage Door, Inc., an Illinois corporation (hereinafter referred to as "Contractor").

WHEREAS, Contractor submitted a bid dated December 22, 2022, a copy of which is attached hereto and incorporated herein by reference, to provide emergency overhead door repairs and maintenance at Village owned buildings (hereinafter referred to as "Work") pursuant to the Village's Request for Bids dated December 14, 2022, incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said bid that it has the necessary personnel, experience, and competence to promptly complete the Work required hereunder; and

WHEREAS, Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

Contractor shall perform the Work in accordance with its bid for a price not to exceed \$20,000.00 ("Contract Price") in fiscal year 2023. Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with its bid, the Village's Request for Bids, and this Contract, all of which together shall constitute the "Contract Documents." The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully familiar with all of the conditions at the site(s), and further that its bid has adequately taken into consideration all of the conditions at the sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner in

accordance with the Contract Documents, and that the Work shall be free from defects.

Contractor shall achieve completion of all Work required pursuant to the Contract Documents by December 31, 2023 ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete the Work on or before said date or any portion of the Work as required by this Contract, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the Work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Work is not completed on time. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

3. DESIGNATED REPRESENTATIVES

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Public Works Director or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

4. TERM OF CONTRACT, CONTRACT RENEWAL AND RATE ADJUSTMENT

Contractor shall perform the Work pursuant to this contract beginning on the effective date as defined herein and ending at 11:59 p.m. CST on December 31, 2023. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the

rates set forth in its bid. The Village shall have the option to renew the Contract for two (2) additional one (1) year periods with all terms and conditions, other than price, remaining the same. The Village will allow the bidder to increase or decrease the Contract Price for each annual renewal.

On or before November 20th of each year of the Agreement, the cost for the services provided during the next Contract Period under the Agreement may be adjusted as follows:

1. The Contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the most currently available 12-month period of the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).
2. Notwithstanding anything contained in this Request for Bids to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year.
3. Any applicable adjustment shall take effect on January 1st.

5. PAYMENT SCHEDULE

Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the Work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the Work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by Contractor shall be made by the Village to the Contractor when Contractor has fully performed the Work and the Work has been

approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the Work and issuance of the final payment by the Village shall not constitute a waiver of, or release Contractor from, any defects in the Work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the Work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to Contractor all amounts due for the Work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the Work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of workers' compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's Work, provided that any such claim, damage, loss or expense is attributable

to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

9. INSURANCE

Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Work pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Commercial General Liability:

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) Workers' Compensation:

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit	\$1,000,000.00
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(D) Umbrella:

i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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(E) The Village and its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

10. GUARANTY

Contractor warrants and guarantees that its Work provided for the Work to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

Contractor shall furnish any affidavit or certificate in connection with the Work covered by this Contract as required by law.

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email transmission to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:
Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302-4272
708-358-5770
Email: villagemanager@oak-park.us

To Contractor:
Allied Garage Door, Inc.
Andy Photopulos, Sr. Sales Representative
P.O. Box 817
Lombard, Illinois 60148
630-279-0795
Email: ap@allieddoor.com

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by email transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

14. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract between the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

16. INDEPENDENT CONTRACTOR

Contractor shall have the full control of the ways and means of performing the Work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

17. CONTRACT BOND

The Contractor shall, within ten (10) calendar days after award of the Contract, furnish a Contract Bond in the amount of ten thousand dollars (\$10,000.00) for each Contract awarded. The bond shall insure faithful performance of the Work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The Contract Bond shall be furnished in the same number of copies as the number of copies of the Agreement to be executed. See section XII for a sample copy of the Contract Bond.

18. PREVAILING WAGES

Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("Act"). Contractor shall prominently post the current schedule of prevailing wages at the Work site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Work.

Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents and volunteers ("Indemnified Parties") against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Work, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, Contractor shall at its own expense, satisfy and discharge such judgment or award.

19. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

20. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

21. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

22. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Bids or the Contractor's bid and this Contract, this Contract and the Village's Request for Bids shall control to the extent of such conflict.

23. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

24. COOPERATION OF THE PARTIES

The Village and Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf/email copy of this Contract and any signature(s) thereon will be considered for all purposes as an original.

26. CERTIFIED PAYROLL

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village Manager at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Village Manger.

27. EQUAL OPPORTUNITY EMPLOYER

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, 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. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK --
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK



By: Kevin J. Jackson
Its: Village Manager

Date: March, 2023

ALLIED GARAGE DOOR, INC.



By: Will Tortoriatto
Its: Ops manager

Date: 3/24/23, 2023

**REVIEWED AND APPROVED
AS TO FORM
FEB 28 2023
LAW DEPARTMENT**



ATTEST



By: Michael Tiberi
Its: V.R. operations

Date: 3/24, 2023

VILLAGE OF OAK PARK
REQUEST FOR BIDS

BID NO: 22-138 PUBLIC WORKS
PROJECT NAME: Overhead Door Repairs
DATE ISSUED: 12/14/2022

The Village of Oak Park is seeking labor rates from overhead door companies for the purpose of entering into an Independent Contractor Agreement for as-needed maintenance and/or emergency repairs to overhead doors at various Village-owned buildings in 2023. The locations included as part of this Agreement include the Public Works Center (11 total OH doors), Village Hall (1 OH door) and three fire stations (10 total OH doors). If your company is interested in providing hourly rates to the Village of Oak Park in 2023, please complete the Bid Form and return it to the Village of Oak Park Public Works Department via e-mail: vics@oak-park.us or via mail to the Public Works Center located at 201 South Blvd., Oak Park, IL 60302. All prices listed shall be valid from 1/1/2023 through 12/31/2023. Bids will be accepted until 9:00 a.m. local time, Friday, December 23rd, 2022.

Bidders must submit their bid on the form included in this Request for Bids.

Upon formal award to the successful Bidder, a Purchase Order will be issued to secure services throughout 2023 and the Bidder shall enter into an Independent Contractor Agreement with the Village of Oak Park.

Contract Term

The initial contract period shall be from the date of award to December 31st, 2023. The Village of Oak Park shall have the option to renew the contract on an annual basis for two (2) additional one-year periods (January 1st to December 31st).

Contract Renewal and Rate Adjustment

The Village shall have the option to renew the contract for two (2) additional one-year periods with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal.

On or before November 20 of each year of the Agreement, the cost for the services provided during the next contract period under the Agreement may be adjusted as follows:

1. The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the most currently available 12-month period of the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price

Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).

2. Notwithstanding anything contained in this Request for Bids to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year. The contractor may, as part of their bid, propose a floor increase percentage.
3. Any applicable adjustment shall take effect on January 1st.

The Village of Oak Park as a municipality pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore these taxes should be excluded from quotations.

The bid will be awarded in whole or in part to the responsible Bidder or Bidders whose bids, conforming to the request for bids, will be most advantageous to the Village; price and other factors considered.

The Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Additional Information is available at the Public Works Service Center 2nd floor office, Village of Oak Park, Illinois 60302, telephone (708) 358-5700, attention Vic Sabaliauskas, Building Maintenance Superintendent.

Commencement of Work

In the event of an overhead door emergency, the Village shall notify the contractor of the issue and repairs required and request a service technician be dispatched. Contractor shall dispatch a service technician the same day or within 24 hours of the call initiated by the Village. Upon arrival, the service technician shall perform and complete an assessment of the issue and provide a written description of the findings and recommended repairs. The Contractor shall then provide the Village with a written estimate of the cost and the time and materials needed to make the repair. If acceptable, the Village will then provide written notice to proceed to the Contractor. The Contractor must then begin the repair work within 24 hours unless agreed otherwise by the Village. Final costs will be based on the actual time and materials required to make the repair.

Contractor shall not begin any repair Work without first having received written authorization from the Village to proceed with the Work. The Village shall not be responsible for payment for any unauthorized Work.

BID FORM (Pricing)

The undersigned Bidder agrees to all terms and conditions of the preceding specifications for Village of Oak Park 2023 Overhead Door Maintenance and Emergency Repair Work and will furnish all the Insurance documents and security deposits as stipulated. The unit prices listed below should be for 2023 only. Fee proposals shall include any state and federal tax and employee salaries, benefits, and overhead; daily, weekly and monthly equipment fees for all major equipment owned by the Contractor available for use on project tasks. Contractor overhead and profit shall be included in labor and equipment rates provided.

The contractor will be contractually obligated to use the rates included in their bid to generate the Invoices for each individual task solicited.

Invoices will be structured with hourly estimates of equipment usage and labor and list of materials and associated pricing. Back-up documentation for costs shall be provided with all proposals.

Labor/Personnel	Hourly Rate
Straight Time	\$ 135.00 -
Regular Overtime (if straight time is exceeded during a repair)	\$ 135.00
After hours emergency call-outs Mon-Sat	\$ 202.50 -
Sundays and holidays/double time	\$ 270.00 -
List any additional costs below (for specialized equipment, materials, tools, etc.)	\$ -

The selected contractor would enter into an Independent Contractor Agreement with the Village of Oak Park for a one-year period with an option to renew the contract annually for up to two years. Pricing provided by contractor is for labor rates only. The Village understands that it would be responsible for costs incurred for materials and supplies based on an as-needed basis.

Andrew Photopoulos
(Printed Name of Individual Signing)

being first duly sworn on oath deposes and says that the Bidder on the above Bid is organized as indicated below and that all statements herein made on behalf of such Bidder and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their Bid from the Agreement Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

Signature of Bidder authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of Bidder shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: December / 22 / 2022

Allied Garage Door
Organization Name (Seal - If Corporation)

By:


Authorized Signature

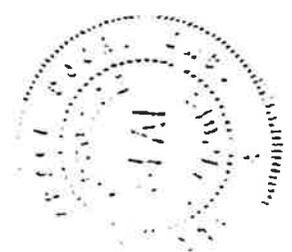
PO Box 817, Lombard, IL 60147
Address

630-279-0795
Telephone

Subscribed and sworn to before me this 22nd day of December, 2022.

Jennifer M. Tortoriello in the State of Illinois. My Commission
Notary Public

Expires on 12/15/2025



cyberdriveillinois.com is now ilsos.gov



Office of the Secretary of State

ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 53963838
Entity Name ALLIED GARAGE DOOR, INC.
Status
ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
DOMESTIC BCA

Incorporation Date (Domestic)
Thursday, 5 September 1985

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name

L PARISE

Address

712 N ARDMORE AVE POBOX 817
LOMBARD , IL 60148

Change Date

Wednesday, 25 November 1998

Annual Report

Filing Date

Tuesday, 23 August 2022

For Year

2022

Officers

President

Name & Address

L PARISE 712 N ARDMORE VILLA PARK IL 60181

Secretary

Name & Address

NONE

Assumed Name

ACTIVE

ALLIED DOOR

ACTIVE

ALLIED AUTOMATIC

ACTIVE

ALLIED COMMERCIAL DOOR

ACTIVE

ALLIED AUTOMATIC DOOR

ACTIVE

ALLIED DOCK DOOR

2/24/23, 8:01 AM

Corporation/LLC Search/Certificate of Good Standing

ACTIVE
ALLIED DOOR SERVICES

ACTIVE
ALLIED DOOR SERVICE

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

This information was printed from www.ilsos.gov, the official website of the Illinois Secretary of State's Office

Fri Feb 24 2023

PERFORMANCE BOND
(Page 2 of 2)

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning March 1st, 2023 and ending December 31st, 2023.
2. In the event of default by the Principal in performance of the contract during the term of this bond the Surety shall be liable only for the loss to the Obligees for actual excess costs of performance of the contract up to the expiration of the term of this bond and in no event shall the liability of the Surety exceed the penal sum stated in this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Obligees recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal but regardless of the number of extensions for additional terms and the number of premiums which shall be payable or paid, the liability of the Surety hereunder shall not be cumulative from year to year nor period to period.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligees named herein or the heirs, executors, administrators or successors of the Obligees.

Signed and sealed this 6th day of April, 2023.

Allied Garage Door, Inc.
(Principal)

Ed Parisi

WESTERN SURETY COMPANY
(Surety)

By: Greg Stanley
Greg Stanley, Attorney-in-Fact



PAYMENT BOND
ANNUAL BOND FOR A MULTI-YEAR CONTRACT

Bond No. 72545563

KNOW ALL MEN BY THESE PRESENTS, That we, Allied Garage Door, Inc.

of Lombard, IL (hereinafter called the Principal), and
WESTERN SURETY COMPANY (hereinafter called the Surety),

are held and firmly bound unto VILLAGE OF OAK PARK
(hereinafter called the Oblige), in the full and just sum of Ten Thousand and 00/100
Dollars (\$ 10,000.00),
to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above mentioned
Obligee dated March 1st, 2023 for Emergency Overhead Door Repair
and Maintenance

for a period of one years which contract is hereby referred to and made a part hereof as fully and
to the same extent as if copied at length herein, and

Provided, however, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning March 1st, 2023 and ending December 31st, 2023.
2. No claim, action, suit or proceeding, except as hereinafter set forth; shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within one year of the date upon which the person shall have last performed actual work or delivered materials to the project.
3. The total amount of the Surety's liability under this bond shall in no event exceed the penal sum hereof.
4. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

Signed and sealed this 6th day of April, 2023.

Allied Garage Door, Inc.

WESTERN SURETY COMPANY

By Paris

By Greg Stanley
Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72545563

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Greg Stanley

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Allied Garage Door, Inc.

Obligee: VILLAGE OF OAK PARK

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

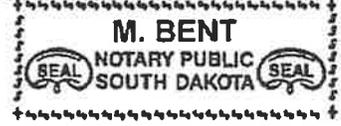
If Bond No. 72545563 is not issued on or before midnight of December 31st, 2023, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 6th day of April, 2023.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat,
Vice President

On this 6th day of April, in the year 2023, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires March 2, 2026

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 6th day of April, 2023.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



201 South Boulevard, Oak Park, IL 60302-2702
708-358-5700

TO: Allied Garage Door, Inc.
PO Box 817
Lombard, IL 60148
ATTN: Andy Photopulos

DATE: March 14, 2023

PROJECT: Independent Contractor Agreement

ATTN: Andy Photopulos

RE: 2023 Overhead Door Repairs

TO WHOM IT MAY CONCERN,
WE ARE SENDING THE FOLLOWING ITEMS FOR REVIEW / RETURN

COPIES	PROJECT NUMBER	DESCRIPTION
2		Independent Contractor Agreement for 2023 Overhead Door Repairs

PLEASE MAKE SURE THE FOLLOWING IS COMPLETED / ATTACHED BEFORE RETURNING:

- SIGNED CONTRACT WITH ATTEST SIGNATURE (RETURN ONE COPY)
- CERTIFICATE OF INSURANCE
- CONTRACTOR BOND

REMARKS: RETURN TO ANNA MUENCH, ADMINSTRATIVE ASSISTANT- ENGINEERING, AT THE ADDRESS BELOW
If you need to contact me, please do so via:
Address: 201 South Boulevard, Oak Park, IL 60302
Phone: (708) 358-5700
Email: amuench@oak-park.us

IF ITEMS ENCLOSED ARE NOT AS INDICATED ABOVE
PLEASE NOTIFY US IMMEDIATELY

TRANSMITTED BY: Anna Muench

SIGNATURE _____



Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

Entity Name	ALLIED GARAGE DOOR, INC.		
File Number	53963838	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	09-05-1985	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	00-00-0000	Annual Report Year	2023
Agent Information	L PARISE 712 N ARDMORE AVE POBOX 817 LOMBARD ,IL 60148	Agent Change Date	11-25-1998

Services and More Information

ALLIED DOOR INC.

PO BOX 817 LOMBARD IL 60148

1-888-660-1877

DATE

6/21/2024

PROPOSAL NUMBER

0000223223

Sales Rep: Andy

Attn: Vic

Village Of Oak Park PW
201 South Blvd
Oak Park IL 60302

Village Of Oak Park PW
201 South Blvd
Oak Park IL 60302

Work/Office 708-574-1239
Fax 708-358-5711

TERMS NET 30

Purchase Order

QTY	DESCRIPTION	TOTAL
	Below quote does not reflect initial service charges	
	To provide the labor and material for the following: Speed door #3 serial #369041 Bottom edge, rubber and coil cord are damaged. Recommend replacing damaged parts Replace	
1.00	Reversing edge, rubber series	
264.00	Rubber loop, 15.8" LG (per inch)	
3.00	Extrusion, reversing edge retainer, aluminum 8'	
1.00	Coil cord, retractible 6'	
1.00	Freight	

Please allow 6 to 7 weeks for delivery of all materials.
 Due to constant material price changes by suppliers, price is subject to change. Customer will be made aware of any changes before orders are placed.
 Due to the current events with COVID-19 and supply chain disruptions, delivery times of materials are subject to change resulting in delays. We thank you for your patience and understanding during this time. We will take down and haul away the old material
 Thank you for the opportunity to quote this project for you. If you have any questions please feel free to contact me at 630-279-0795 or ap@allieddoor.com. Fax: 630-449-4601 Thanks again Andy

Total: \$7,291.96

Signature of Acceptance



 Vic Sabal

 Dr Super

 PO 07455

Date:

6-24-24

Deposit Amount _____

Check# _____

Balance Due _____

Purchase Order:

Terms and Conditions:

- Buyer(s) agrees to pay the total of this contract within the terms stated above
- Buyer(s) agrees to pay interest on any unpaid invoices over 15 days past due at the maximum law allowance.
- The prices stated on this proposal are subject to change after 30 days of date stated above
- Seller shall be allowed uninterrupted and exclusive access to openings during installation of equipment
- Buyer(s) shall be responsible for any court costs, attorney fees and any other expenses arising out of unpaid balances
- Buyer(s) agree any and all deposits made will be nonrefundable
- Buyer(s) agrees to be responsible for full payment
- Buyer(s) shall be responsible for wage labor or work stoppage.
- Buyer(s) agrees these terms supercedes any and all agreements in writing or verbal
- Buyer(s) agrees to allow seller permission to reclaim repossess any and all materials in the event of any unpaid invoice(s)
- Buyer(s) agrees to indemnify and hold Allied Garage Door Inc. and any agents or employees harmless from any and all claims
- Buyer(s) agrees a faxed signature to be legally binding