

ORIGINAL

RES 21-10_I_02.01.21



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Contract") is entered into on this 2 day of February, 2021, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and South West Industries, Inc. d/b/a Anderson Elevator Co., an Illinois corporation (hereafter the "Contractor").

WHEREAS, Contractor submitted a Proposal dated November 24, 2020, a copy of which is attached hereto and incorporated herein by reference, to provide elevator maintenance and repair services (hereinafter referred to as the "Work") for the Public Works and Parking Departments at Village Hall, Public Works Center, Holley Court Parking Garage, Avenue Parking Garage and OPRF/North Scoville Avenue Parking Garage (hereinafter referred to as the "Work"); and

WHEREAS, the Contractor represented in said Proposal 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 Proposal for a price not to exceed \$1,510.00 per month (\$18,120.00 annually), plus a total of \$4,960.00 for labor time required by the State Fire Marshal during annual fire alarm testing, plus \$15,920.00 for contingency and repairs for a total annual cost of \$39,000.00 for the Village's 2021 fiscal year ("Contract Price"). The total annual cost in the Village's fiscal years 2022 and 2023 shall be subject to the rate adjustment provision pursuant to Section 5 below. Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with its Proposal 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 Proposal 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 any Work required by the Contract Documents in a timely fashion, 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 Village's Building Maintenance Superintendent 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

Contractor shall perform the Work pursuant to this Contract beginning on January 1, 2021 and ending on December 31, 2021 at 11:59 p.m., subject to the parties' consent to the renewal of this Agreement pursuant to Section 5 below. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Proposal. The bidder shall begin performing the services within fourteen (14) days of a notice to proceed from the Building Maintenance Superintendent or his/her designee.

5. AGREEMENT RENEWAL AND RATE ADJUSTMENT

Pursuant to the consent of both parties in writing, this Agreement may be renewed for an additional one-year period through December 31, 2024 with all terms and conditions, other than prices, remaining the same. The Contractor may request an increase or decrease in its prices for the services provided under this Agreement for each annual period, plus the renewal period, and the annual adjustment shall be based upon 100% of the percentage of change of the index published in September (as defined below) as compared to the September index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners and Clerical Workers for Chicago, Illinois – Gary, Indiana – Kenosha, Wisconsin (all items, 1982-1984 = 100). However, the maximum increase in cost shall be capped at five percent (5%) of the previous year's cost.

The Contractor must propose an annual cost adjustment pursuant to the terms of this section with supporting documentation in writing to the Village 60 days before the expiration of the applicable term. If the Village rejects the proposed price change, it will have the option not to renew the agreement.

6. 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.

7. 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.

8. 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.

9. INDEMNIFICATION

To the fullest extent permitted by law, 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 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 would otherwise have. Contractor shall similarly protect, indemnify and hold and save harmless, the Village, 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 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.

10. 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 Project 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 fifteen 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, 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, officials, employees, agents, and volunteers.

(F) Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by 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.

11. GUARANTY

Contractor warrants and guarantees that its Work provided for the Project 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.

12. AFFIDAVIT OR CERTIFICATE

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

13. 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 or facsimile 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 St.
Oak Park, Illinois 60302-4272
Email: villagemanager@oak-park.us
Fax: 708-358-5101

To Contractor:

South West Industries, Inc. d/b/a
Anderson Elevator Co.
Gregory V. Gibbs, President
2801 South 19th Ave.
Broadview, IL 60155
Email: ggibbsjr@andersonselevator.com
Fax: 708-345-9507

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 facsimile or 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 facsimile or 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.

14. 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.

15. 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.

16. 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.

17. 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.

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 Project 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 Project.

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 Project, 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 Proposals or the Contractor's Proposal and this Contract, this Contract and the Village's Request for Proposals 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.

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.

24. COOPERATION OF THE PARTIES

The Village and the 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. The 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 copy of this Agreement 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's Director of Public Works 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 Director of Public Works.

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: Cara Pavlicek
Its: Village Manager

Date: 2/2, 2021

SOUTH WEST INDUSTRIES, INC.
d/b/a ANDERSON ELEVATOR CO.


By: Vice president
Its: Greg Gable

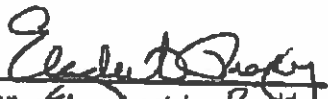
Date: 2/9, 2021

ATTEST

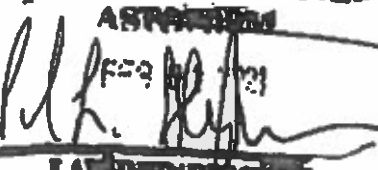

By: Vicki Scaman
Its: Village Clerk

Date: 2/2, 2021

ATTEST


By: Elizabeth Ruddy
Its: Corporate Secretary

Date: 2-9-, 2021

REVIEWED AND APPROVED
ASTORIA

LAW DEPARTMENT

Bid Summary
Elevator Maintenance and Repair Services

1/4/2011

Company	M/W/D/E	Monthly Cost for all locations*	TOTAL ANNUAL COST
Anderson Elevator	No	\$ 1,510.00	\$ 18,120.00

* Locations include:

Village Hall, Public Works Center, 1125 Ontario, 720 North Blvd. and 564 Lake St.

SECTION I
INVITATION TO BID
INSTRUCTIONS AND SPECIFICATIONS FOR

Village of Oak Park Elevator Maintenance and Repair Services

Bid Number: 20-144

Issuance Date: 11/11/20

The Village of Oak Park will receive bids from qualified contractors to provide elevator maintenance and repair services at Village Hall, Public Works Center, Holley Court Parking Garage, Avenue Parking Garage and OPRF Parking Garage. Bids will be accepted in electronic format only at vics@oak-park.us Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until 10:00 a.m. Friday, November 27th, 2020. Bids will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

Specifications and bid forms may be obtained at <http://www.oak-park.us/bid> or by calling 708-358-5700, or by e-mail request to vics@oak-park.us.

Due to COVID-19 separation protocols, the Oak Park Public Works Center is closed to the public. To hand deliver bids, bidders may leave the bids in the Public Works Center mailbox located at 201 South Blvd., Oak Park, IL 60302, or call Public Works at 708-358-5700 and a representative will accept the bid package at the door. There will not be a formal bid opening for the contract. Electronic signatures will be accepted on all documents.

The Village 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.

Do not detach any portion of this document. Upon formal award to the successful bidder, a written Independent Contractor Agreement will be executed in substantially the form attached.

Submission of Bids

The bid shall be submitted on the bid form included herewith. Hard copies of the bid shall be submitted in a sealed envelope marked "BID: 20-144 Village of Oak Park Elevator Maintenance and Repair Services", shall bear the return address of the bidder, and shall be addressed as follows:

**TO: Vic Sabaliauskas, Building Maintenance Superintendent
Village of Oak Park Public Works Center
201 South Blvd.
Oak Park, IL 60302**

SECTION II
BID INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Bid

All bids must be e-mailed or delivered to the Public Works Center by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed bids that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Bids must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Bids shall be sealed in an envelope and marked as stated on the cover page.

Bid Bond

10% OF Annual Cost

The bidder shall provide a bid bond in the amount of ten percent (10%) of the total bid price. The attached form may be used or the bidder may provide cash or a certified check in the amount specified. Bid bond amounts shall be based on all proposed work where estimated amounts have been provided by the Village of Oak Park. Do not include unit price amounts where work is "On Demand" or "As Required". The bid bonds, cash or checks will be returned once the selected bidder has entered into an agreement for this work.

Contract Bond

The successful bidder shall, within ten (10) calendar days after award of the bid, furnish a contract bond in the amount of twenty five thousand dollars (\$25,000.00) for each contract awarded. The bond shall ensure 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.

Agreement Term

The initial term of the agreement shall be from the date of award to December 31, 2023. The Village of Oak Park has the right to renew the contract on an annual basis for two (2) optional one-year terms (January 1 to December 31). The bidder shall begin performing the services within fourteen (14) days of a notice to proceed from the Building Maintenance Superintendent or his/her designee.

Agreement Renewal and Rate Adjustment

The Village shall have the right to renew the agreement for two additional one-year terms with all terms and conditions, other than price, remaining the same. The Village will allow the bidder to increase or decrease the price for each annual renewal. The annual adjustment shall be based upon 100% of the percentage of change of the *Index published in September* (as defined below) as compared to the September index for the previous year. The Index shall be the United States

Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners and Clerical Workers for Chicago, Illinois – Gary, Indiana – Kenosha, Wisconsin (all items, 1982-1984 = 100). However, the maximum increase in cost shall be capped at five percent (5%) of the previous year's cost.

The bidder must propose an annual cost adjustment pursuant to the terms of this section with supporting documentation in writing to the Village 60 days before the expiration of the applicable term. If the Village rejects the proposed price change, it will have the option not to renew the agreement.

Notice to Proceed

Work shall begin within fourteen (14) days from the Notice to Proceed from the Building Maintenance Superintendent or his/her designee. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Building Maintenance Superintendent or his/her designee grants an extension.

Recertification

If the Village renews the agreement for an additional one-year term, the bidder will provide the Village with a renewed certification in the form in Section V indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

Award of Agreement

The agreement will be awarded in whole or in part to the responsible bidder or bidders whose bids, conforming to the invitation to bid, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a bid or entering into the applicable agreement.

Taxes not Applicable

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

Withdrawal of Bids

Any contractor may withdraw its bid at any time prior to the time specified in the advertisement as the closing time for the receipt of bids, by signing a request therefore. No contractor may withdraw or cancel its bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of bids. The successful contractor may not withdraw or cancel its bid after having been notified that the bid was accepted by the Village Board of Trustees.

Investigation of Contractors

The Village will make such investigations as are necessary to determine the ability of the contractor to fulfill bid requirements. If requested, the contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and bids. In addition, the contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its bid. The Village reserves the right to visit and inspect the premises and operation of any contractor.

Rejection of Contractor

The Village will reject any bid from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any bid from a contractor that failed to satisfactorily complete work for the Village under any previous agreement.

Compliance with Applicable Laws

The bidder will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

Governing Law

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

Subletting of Agreement

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the contractor's bid. In no case shall such consent relieve the contractor from its obligations or change the terms of the agreement.

Interpretation of Documents

Any contractor with a question about this bid may request an interpretation thereof from the Village. If the Village changes the bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective bidders. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the bidder's responsibility to obtain all addenda issued. Bidders shall provide written acknowledgment of receipt of each addendum issued with the bid submission.

Minority Business and Women Business Enterprise Requirements

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of contractors and subcontractors to take affirmative action in providing for Equal

Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Licenses

The contractor shall be responsible for becoming a licensed contractor in the Village.

Agreement

The selected bidder shall enter into an agreement with the Village to complete the work in a form substantially similar to the agreement attached hereto. The agreement shall be executed by the contractor and returned, together with the contract bond within ten (10) calendar days after the agreement has been mailed to the contractor. The contractor shall execute three copies of the agreement. One fully executed copy will be returned to the contractor. See Section XIII for a sample copy of the agreement.

Fees and Cost

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

Village and Park District of Oak Park Logo or Likeness Use

The official logo of the Village or Park District of Oak Park is not to be used in any form. Use of the Village or Park District logo is strictly prohibited by law and such use could subject the bidder to disqualification or termination of contract.

Living Wage/Minimum Wage

See Section XIII – Independent Contractor Agreement

Hold Harmless

See Section XIII – Independent Contractor Agreement

Insurance

See Section XIII – Independent Contractor Agreement

Termination of Agreement

See Section XIII – Independent Contractor Agreement

SECTION III
DETAILED SPECIFICATIONS

Scope of Work

These detailed specifications are for the work required to perform elevator maintenance and repair services at the following Village facilities:

ADDRESS	ELEVATOR(S)/ LIFT(S)	TYPE	FLOORS SERVED
123 Madison St.	3	Hydraulic, Porch Lift, Stair Lift	3
201 South Blvd	2	Hydraulic, Parts Lift	3
1125 Ontario	3	Hydraulic	6
720 North Blvd	2	Hydraulic	6
564 Lake St.	1	Hydraulic	2

The selected contractor shall, on a regular basis, routinely examine, clean, lubricate and adjust the elevator equipment. When conditions warrant, the following parts shall be repaired, in the event original replacement parts are available within the marketplace:

- Pump, pump motor, operating valves, motor windings, magnet coil, V belts, sheaves, exposed piping, hydraulic fluid tank and hydraulic fluid;
- Car buffers, limit, landing and slowdown switches, car guide shoe gibs or rollers;
- Controller, selector and dispatching equipment, relays, solid state components, resistors, capacitors, transformers, contacts, leads, dashpots, timing devices, computer devices, overloads, selector drive and selector mechanical and electrical driving equipment;
- Hoistway door interlocks, hangers, tracks, gibs and auxiliary door closing devices;
- Cab door operator assembly, contacts, hangers, track, gibs, and door protector device;
- Traveling cables and elevator control wiring in the hoistway and machine room;
- Moving parts and contacts for all push buttons and switches in the hall and car stations.

The selected contractor shall furnish all labor, supervision, supplies, tools, equipment and other means necessary or proper for performing and completing the work. The selected contractor shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of Oak Park.

The agreement and work shall be carried out in conformance with the laws and regulations of the Village of Oak Park and these specifications. All work will be performed according to the standards set forth in the applicable building codes and standards, including mechanical, fire, plumbing, electric, accessibility, or any other applicable codes in force in the Village of Oak Park and State of Illinois.

Alterations, Omissions and Extra Work

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

Job Site Conditions

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a bid.

To the fullest extent possible, the contractor will not allow its work to interfere with the ongoing use of the facilities. Contractor will take all necessary actions as directed by the Village in that regard.

Material Storage: The contractor shall be responsible for the storage and safety of his own materials. The Village assumes no liability whatever for any material damaged or stolen on the premises. Any damage to, or loss by theft or vandalism of any material, appurtenance, or appliance, after such has been applied, connected or installed on Village property, shall be the sole responsibility of the contractor until the project is completed and accepted by the Village.

Safety Precautions: The contractor is solely responsible for implementing effective safety precautions on and around the work site to protect workers and other persons who might be affected and shall exercise every precaution at all times for the protection of the property. The contractor shall not leave any combustible materials or other fire hazards overnight or allowed them to accumulate. The contractor shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

Damage to Property: Contractor shall repair, at no additional cost to the Village, all damage to Village property caused by the contractor resulting from his work. Where repair of existing work is called for, such patching and replacement shall be made to blend with existing work so that the patch or replacement will be inconspicuous after finishing.

Daily Clean-up: The contractor shall keep the premises clean and orderly during the course of the work and all debris shall be removed on a continuous basis.

Method of Payment

The Village of Oak Park will pay monthly all undisputed invoices billed at the rates set forth in the contractor's bid within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

Change Orders

Change Orders: Changes in the work may be agreed to after execution of the agreement, and without invalidating the agreement, if the change order is in writing and signed. Any changes

to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such change order will be prepared by the Village. The contractor may only proceed with the change upon receipt of the written change order signed by the Village.

Emergency Changes: Contractor may perform work not included in the scope of work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A change order will then be negotiated and executed for the work performed, and for work remaining, if any.

Minor Changes (Field Orders): The Village may verbally authorize minor changes in the scope of work in order to prevent a delay in the progression of the work. These field orders may not involve a change in the agreement price or be inconsistent with the scope of work.

Changes Due to Unknown Conditions: The contractor is not responsible for changes in the work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the contractor shall notify the Village and a change order will be negotiated.

Any change which results in a total agreement price in excess of \$10,000 must be approved by the Village of Oak Park Board of Trustees.

Correction of Work Prior To Final Payment

The Village has the right to stop work if the contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the contractor's work unacceptable, at the Village's election, the contractor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

Contractor's Representative

The contractor shall have at all times a competent elevator mechanic, foreman or superintendent on the job that shall have full authority to act for the contractor, and to receive and execute orders from the Building Maintenance Superintendent or appointed representative. Any instructions given to such elevator mechanic, foreman or superintendent or person executing work for the contractor shall be binding on the contractor as though given

to him personally. Contractor's representative must be proficient in the use and interpretation of the English language.

Workers

The contractors shall employ competent laborers and shall replace, at the request of the Building Maintenance Superintendent any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a contractor's employee to be immediately removed from the work crew if the above behavior is exhibited.

Time of Work

Contractor shall only work on weekdays, (Monday through Friday), from 7:30 a.m. to 4:00 p.m. No work will be allowed on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Building Maintenance Superintendent.

Dispute Resolution

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph M will be deemed per se invalid.

Security

The contractor selected shall ensure that all exterior doors are locked at the end of shifts. Areas with security systems shall have the systems activated immediately after work is completed in that area. Failure to lock doors may result in the contractor selected being assessed a fine for the replacement of any missing materials. The cost shall be withheld from payment(s).

Key Deposit

The contractor selected shall be responsible for any lost keys, card keys, and any inherent damages (i.e. re-keying of whole facility). The cost shall be withheld from payment(s). The decision to re-key the facility is solely at the discretion of the Building Maintenance Superintendent.

Mandatory Qualifications for Contractor's Personnel

Crews shall include at least one (1) supervisor during any given shift.

1. No more than 50% of the crew may be trainees at any one time.
2. Supervisors must be fluent in the English language and capable of reading and writing English.

3. Technicians employed by the contractor selected shall be fully trained and skilled in safe and proper techniques. Specific training required must follow to OSHA standards (*see below*).
4. The contractor selected shall provide sufficient documentation, if requested by the Village, to demonstrate adequate training has been provided upon commencement of the agreement. Contractor selected shall submit statement outlining training program and method of verifying employee competency. Failure to do so may be ample cause for rejection of bid. The use of technicians who are not adequately trained may be sufficient grounds for termination of the agreement.
5. The contractor selected shall provide the Village with a current list of all employees who will perform work at Village Hall upon commencement of the agreement. Each of these employees shall be adequately trained. If the contractor selected uses employees not on the list, the Village may order that person(s) off the property. Repeated use of employees not on the current list may be grounds for termination of the agreement.
6. The Village reserves the right to require immediate removal of any employee of the contractor selected deemed unfit for service for any reason. This right is non-negotiable and the contractor selected agrees to this condition by accepting this agreement. The contractor selected shall have enough qualified personnel to replace a terminated employee within 24 hours. Failure to do so can result in the termination of the agreement.

OSHA Requirements

1. **Material Safety Data Sheets** – Contractor selected shall furnish the Village of Oak Park copies of Material Safety Data Sheets (MSDS), for all products used, prior to beginning service at Village facilities. In addition, each time a new chemical is introduced, a copy of that product's MSDS must be provided to the Building Maintenance Superintendent prior to the product being used. The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.
2. **Labeling of Hazardous Materials** – Contractor selected shall comply with OSHA regulation 1919.1200, paragraph f, concerning labeling of all chemical containers.
3. **Caution Signs** – Contractor selected shall use "caution signs" as required by OSHA Regulation 1910.44 and 1910.145 at no cost to the Village. Caution signs shall be on-site upon commencement of agreement.

Proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the Building Maintenance Superintendent upon commencement of this agreement, if requested.

Failure of the contractor selected or his/her employees to comply with all applicable laws, regulations and rules shall permit the Village to immediately terminate this agreement without liability.

Responsibility of Contractor

The selected contractor shall furnish all labor, supervision, tools, equipment, materials and supplies, and other means necessary for performing and completing the work, including debris hauling, and shall obtain and pay for any required permits.

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the bid document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your bid.

SECTION IV
BID FORM (Pricing)

The undersigned proposes to furnish all labor and materials required to complete the work in accordance with the attached specifications and at the prices indicated below.

ADDRESS	ELEVATOR(S)/ LIFT(S)	TYPE	FLOORS SERVED	MONTHLY COST
123 Madison St.	3	Hydraulic, Porch Lift, Stair Lift	3	\$ 270.00
201 South Blvd	2	Hydraulic, Porch Lift	3	\$ 220.00
1125 Ontario	3	Hydraulic	6	\$ 510.00
720 North Blvd	2	Hydraulic	6	\$ 340.00
564 Lake St.	1	Hydraulic	2	\$ 170.00
TOTAL MONTHLY COST:				\$ 1510.00

Hourly rate (or fixed one-time cost per location) for elevator tech. to be present during fire alarm testing at each facility as/when required: \$ 248.00 (specify whether hourly or fixed).
Hourly

24-Hour Emergency Call-back Number:

(708) 345-9710

Bidder's Signature: 

Bidder's E-mail address: ggibbsjr@oak-park-il.gov

State of Illinois

County of Cook

Gregory V. Gibbs

(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the contractor on the above bid form is organized as indicated below and that all statements herein made on behalf of such contractor and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared the 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 contractor authorizes the Village of Oak Park to verify references of business and credit at its option.

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

Dated: 24 Nov 2020
Organization Name
(Seal - If Corporation)

Anderson Elevator

By:

[Signature]
Authorized Signature

2801 S 19th ave
Address Broadview, IL 60155

708 345 9710
Telephone

Subscribed and sworn to before me this 24th day of November, 2020.

[Signature] in the State of Illinois. My
Commission
Notary Public

Expires on 9/14/2021



Complete Applicable Paragraph Below

(a) Corporation

The contractor is a corporation, which operates under the legal name of Southwest Industries and is organized and existing under the laws of the State of ILLINOIS. The full names of its Officers are:

President Gregory V Gibbs

Secretary Elizabeth Ruddy

Treasurer _____

The corporation does have a corporate seal. (In the event that this bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

(b) Partnership

Names, Signatures, and Addresses of all Partners

The partnership does business under the legal name of _____, which name is

is registered with the office of _____ in the county of

_____.

(c) **Sole Proprietor**

The contractor is a Sole Proprietor whose full name is

_____. If the contractor is operating under

a trade name, said trade name is

_____ which name is registered with the office of

in the county of _____.

Signed: _____
Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her bid is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

MUNICIPAL QUALIFICATION REFERENCE SHEET

MUNICIPALITY Village of Oak Park
ADDRESS 123 Madison
Oak Park
CONTACT Vic Sabaliauskas
PHONE 708 358 5700

WORK Elevator Maintenance
PERFORMED Modernizations

MUNICIPALITY Village of River Forest
ADDRESS 400 Park
River Forest IL
CONTACT Eric Palm
PHONE 708 366 8500

WORK Elevator Maintenance
PERFORMED

MUNICIPALITY V City of Des Plaines
ADDRESS 1420 Miner St
Des Plaines IL
CONTACT Tom Buccer
PHONE 847 391 5470

WORK Elevator Maintenance
PERFORMED Elevator Modernization

SECTION V
CONTRACTOR CERTIFICATION

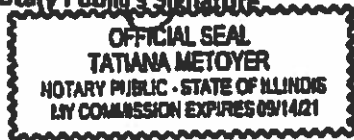
Anderson Elevator, as part of its bid on an agreement for elevator maintenance work
(Name of Contractor selected) for the Village of Oak Park, hereby certifies that said contractor selected is
not barred from bidding on the aforementioned agreement as a result of a violation to either
Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-
6-12 of the Oak Park Village Code relating to "Bidding Requirement".

[Signature]
(Authorized Agent of Contractor selected)

Subscribed and sworn to before me this 24th day of November, 2020.

[Signature]
Notary Public's Signature

- Notary Public Seal -



SECTION VI
TAX COMPLIANCE AFFIDAVIT

Gregory V Gibbs, being first duly sworn, deposes and says:

that he/she is Vice President of
(partner, officer, owner, etc.)

Anderson Elevator
(Contractor selected)

The individual or entity making the foregoing bid certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity submitting the bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

By: [Signature]
Its:

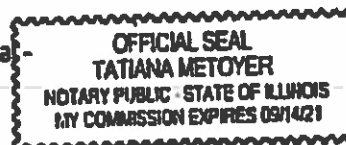
Vice President
(name of contractor if the contractor is an individual)
(name of partner if the contractor is a partnership)
(name of officer if the contractor is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 24th day of November, 2020.

[Signature]
Notary Public's Signature

- Notary Public Seal -



SECTION VII
ORGANIZATION OF CONTRACTOR

Please fill out the applicable section:

A. Corporation:

The contractor is a corporation, legally named Southwest Industries Inc and is organized and existing in good standing under the laws of the State of Illinois. The full names of its officers are:

President Gregory V Gibbs

Secretary Elizabeth Ruddy

Treasurer _____

Registered Agent Name and Address: Michael Gibbs 2801 S 19th ave
Broadview IL 60155

The corporation has a corporate seal. (In the event that this bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:

The contractor is a Sole Proprietor. If the contractor does business under an assumed name, the

assumed name is NA, which is registered with the Cook County Clerk. The contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The contractor is a partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

_____ Signature	_____ Signature
--------------------	--------------------

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner

**SECTION VIII
COMPLIANCE AFFIDAVIT**

1. Gregory V Gibbs (print name) being first duly sworn on oath depose and state:

2. I am the (title) Vice President of the bidding company and am authorized to make the statements contained in this affidavit on behalf of the company;
2. I have examined and carefully prepared this bid based on the request and have verified the facts contained in the bid in detail before submitting it;
3. The bidding company is organized as indicated above on the form entitled "Organization of Bidding Company."
4. I authorize the Village of Oak Park to verify the company's business references and credit at its option;
5. Neither the bidding company nor its affiliates¹ are barred from bidding on this work as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or section 2-6-12 of the Oak Park Village Code relating to "Bidding Requirements".
6. The bidding company has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the bidding company nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the bidding company is contesting. In accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the bidding company under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the bidding company is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
9. I certify that the contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A. 702

Signature: _____

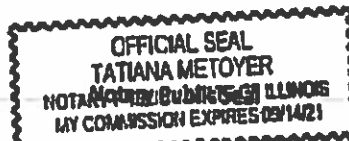
Name and address of Business: Anderson Elevator 2801 S 19th ave Broadview I

Telephone 708 345 9710

E-Mail mgibbs@andersonlevator.com

Subscribed to and sworn before me this 24 day of November, 2020.

Notary Public _____



¹ Affiliates means: (i) any subsidiary or parent of the contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the contracting business entity.

SECTION IX
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: Anderson Elevator
2. Check here if your company is:
 - ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
 - ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
 - ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
 - ☒ None of the above

[Submit copies of any W/W/DBE certifications]
3. What is the size of the company's current stable work force?
 - 83 Number of full-time employees
 - 0 Number of part-time employees
4. Similar information will be requested of all sub-contractors working on this agreement. Forms will be furnished to the lowest responsible contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: [Signature]

Date: 11-20-2020

EEO Report

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this bid. An incomplete form will disqualify your bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

An EEO-1 Report may be submitted in lieu of this report

Contractor Name Anderson Elevator
Total Employees 83

Job Category	Total # of Empl.	Total Males	Total Females	Black	Males				Females				Total Minorities
					Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
Officials & Managers	6												
Professionals	4	4											
Technicians	60	59	1	1	3								4
Sales Workers	6												
Office & Clerical	5		5		1								1
Semi-Skilled Laborers	2	2			1								1
Service Workers													
Management Trainees													
Apprentices													

This completed and notarized report must accompany your bid. It should be attached to your Affidavit of Compliance. Failure to include it with your bid will be disqualify you from consideration.

Michael Gibbs
the CET

(Name of Person Making Affidavit)

(Title or Officer)

of Anderson Elevator and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 24th day of November, 2020.

[Signature]
(Signature)

(Date)



SECTION X
NO BID EXPLANATION

If your company does not wish to bid on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a bid.

Thank you.

Bid Name: Village of Oak Park Elevator Maintenance and Repair Services

Bid No. 20-144

Comments:

Signed: _____

Phone: _____

SECTION XI
BID BOND

WE _____

as PRINCIPAL, and _____
as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of Ten Percent (10%) of the total bid price, as specified in the Invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written bid to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THEREFORE if the bid is accepted and an agreement awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal agreement, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in Specifications then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal agreement in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. 2020.

PRINCIPAL

(Company Name) (Company Name)

By: _____ By: _____
(Signature & Title) (Signature & Title)

(If PRINCIPAL is a joint venture of two or more Contractors, the company names, and authorized signatures of each Contractor must be affixed)

BID BOND CONTINUED

Subscribed to and Sworn before me on the

_____ day of _____, 2020.

Notary Public

NAME OF SURETY

By: _____

Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the

_____ day of _____, 2020.

Notary Public

SECTION XII
CONTRACT BOND
(For Reference – Do Not Fill Out)

Contract Bond

_____, as PRINCIPAL, and
_____ as SURETY, are held and firmly bound unto the
Village of Oak Park (hereafter referred to as "Village") in the penal sum of
_____, well and truly to be paid to the
Village, for the payment of which its heirs, executors, administrators, successors and assigns,
are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the **PRINCIPAL** and the **SURETY** have caused this instrument to be signed by their respective officers this _____ day of _____, 2020.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2020.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2020.

Notary Public

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Southwest Industries Inc. dba Anderson Elevator Co.

2801 S. 19th Avenue

Broadview, IL 60155

OWNER:

(Name, legal status and address)

Village of Oak Park

201 South Boulevard

Oak Park, IL 60302

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company

702 Oberlin Road

Raleigh, NC 27605-0800

Mailing Address for Notices

Same as Above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Village of Oak Park Elevator Maintenance & Repair Services, Bid Number 20-144

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of November, 2020

(Witness)

(Witness) Karen E. Socha

Southwest Industries Inc. dba Anderson Elevator Co.

(Principal)

(Seal)

By:

(Title)

Vice President

Harco National Insurance Company

(Surety)

(Seal)

By:

(Title)

Sharon A. Foulk Attorney-in-Fact



State of IL
County of Cook

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Kathleen Moesle-Weaver Notary Public of Cook County, in the State of IL,
do hereby certify that Sharon A. Foulk Attorney-in-Fact, of the Harco National Insurance
Company who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the
Harco National Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in
said County, this 27th day of November, 2020.

Kathleen Moesle-Weaver

Notary Public

Kathleen Moesle-Weaver

My Commission expires: January 7, 2024



**POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

Bond # Old Bond

Principal Southwest Industries Inc. dba Anderson Elevator Co.

Obligee Village of Oak Park

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

Sharon A. Fouk

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th of December, 2010

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 27th day of November, 2020



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 27th day of November, 2020, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed in said instrument are the Corporate Seals of said Companies; that the said Corporate Seal and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and find the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 27th day of November, 2020

Irene Martinez, Assistant Secretary



Office of the Secretary of State Jesse White
OVERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 53017037

Entity Name SOUTH WEST INDUSTRIES, INC.

Status
ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
DOMESTIC BCA

Incorporation Date (Domestic)
Tuesday, 8 March 1983

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name

THOMAS J DILLON

Address

**120 S LASALLE STE 1920
CHICAGO , IL 60603**

Change Date

Monday, 14 May 2018

Annual Report

Filing Date

Tuesday, 18 February 2020

For Year

2020

Officers

President

Name & Address

GREGORY V GIBBS 2801 S 19TH AVE BROADVIEW IL 60155

Secretary

Name & Address

ELIZABETH RUDDY SAME

Assumed Name

INACTIVE

ANDERSON ELEVATOR CO.

ACTIVE

ANDERSON ELEVATOR CO.

[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)

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Thu Dec 03 2020