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INDEPENDENT CONTRACTOR AGREEMENT

12 THIS INDEPENDENT CONTRACTOR AGREEMENT ("Contract") is entered into on this day of February, 2018, 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 January 17, 2018, 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, Dole Learning Center, Holley Court Parking Garage, Avenue Parking Garage and OPRF/North Scoville Ave. 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 \$1,475.00 per month plus a total of \$2,300.00 contingency for unforeseen conditions/repairs needed for a total annual cost of \$20,000.00 ("Contract Price"). 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 12/31/2018 ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete the Work on or before said date, 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 the effective date as defined herein and ending on December 31, 2018 at 11:59 p.m. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set

forth in its Proposal. The term of this Contract may be extended in writing for additional periods of time pursuant to the consent of the parties.

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, 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.

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 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. 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 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.

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 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@andersonlevator.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.

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. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

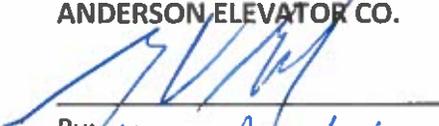
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK


By: Cara Pavlicek
Its: Village Manager

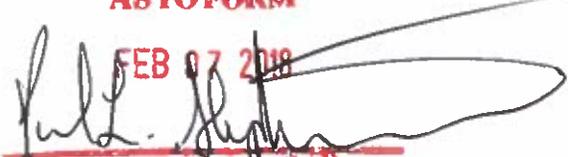
Date: 2/12, 2018

SOUTH WEST INDUSTRIES, INC. D/B/A
ANDERSON ELEVATOR CO.


By: Vice President
Its:

Date: 2-21, 2018

**REVIEWED AND APPROVED
AS TO FORM**


FEB 07 2018
LAW DEPARTMENT

ATTEST


By: Corp Sec
Its:

Date: 2-21-19, 2018

1
REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park Elevator Maintenance and Repair Services
Proposal Number: 18-100
Issuance Date: 1/16/18

The Village of Oak Park will receive proposals from qualified elevator maintenance and repair service companies to provide elevator maintenance and repair services for various Village-owned facilities. Proposals will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. until 10:00 a.m. local time on Friday, January 26th, 2018.

Proposals must be enclosed in a sealed envelope marked "Village of Oak Park Elevator Maintenance and Repair Services".

Specifications and proposal forms may be obtained at the Public Works Center at the address listed above or by calling 708-358-5710 or by e-mail request to vics@oak-park.us.

The Board of Trustees reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal. Information is available from the Building Maintenance Superintendent, Vic Sabaliauskas, at 708-358-5700.

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

Submission of Proposals

The proposal shall be submitted on the proposal form included herewith. The proposal shall be submitted in a sealed envelope and shall bear the return address of the contractor, and shall be addressed as follows:

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

SECTION I
PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS and REFERENCES

Preparation and Submission of Proposal:

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

Award of Agreement

The agreement will be awarded in whole or in part to the responsible contractor whose proposal, conforming to the request for proposals, 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 proposal 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 Proposals:

Any contractor may withdraw its proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals, by signing a request therefore. No contractor may withdraw or cancel its proposal for a period of sixty (60) calendar days after the advertised closing time for the receipt of proposals. The successful contractor may not withdraw or cancel its proposal after having been notified that the proposal 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 proposal 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 proposals. 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 proposal. The Village reserves the right to visit and inspect the premises and operation of any contractor.

Rejection of Contractor

The Village will reject any proposal 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 proposal from a contractor that failed to satisfactorily complete work for the Village under any previous agreement.

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 proposal.

Compliance with Applicable Laws

The contractor 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 proposal. In no case shall such consent relieve the contractor from its obligations or change the terms of the agreement.

Interpretation of Agreement Documents:

Any contractor with a question about this proposal may request an interpretation thereof from the Village. If the Village changes the proposal, 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 contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the proposal 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 contractor 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 agreement 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.

Notice to Proceed

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

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.

Dispute Resolution

The Village of Oak Park does not agree to the mandatory arbitration of any dispute.

Hold Harmless

See attached form Agreement.

Insurance

See attached form Agreement.

Termination of Agreement

See attached form Agreement.

**SECTION II
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.	2	Hydraulic, Porch Lift	4
255 Augusta	1	Hydraulic	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, vee 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 auxillary 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.

Licenses and Permits

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

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

To the fullest extent possible, the contractor will not allow its work to interfere with the ongoing use of the facility. 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 proposal 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 proposal. 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.

SECTION III

PROPOSAL 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.	2	Hydraulic, Porch Lift	4	\$ 148.00 - \$71.50
255 Augusta	1	Hydraulic	3	\$ 148.00 -
201 South Blvd	2	Hydraulic, Parts Lift	3	\$ 148.00 - \$71.50
1125 Ontario	3	Hydraulic	6	\$ 444.00 -
720 North Blvd	2	Hydraulic	6	\$ 286.00 -
564 Lake St.	1	Hydraulic	2	\$ 148.00 -
TOTAL MONTHLY COST:				\$ 1475.00

24-Hour Emergency Call-back Number:

(708) 345-9710

Proposal Signature:



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 proposal 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 their proposal from the agreement specifications and has checked the same in detail before submitting this proposal; 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: January / 17/2018
Organization Name
(Seal - If Corporation)

Anderson Elevator Co.

By:

[Signature]
Authorized Signature

2801 S. 19th Ave. Broadview IL
Address 60155

708-345-9710
Telephone

Subscribed and sworn to before me this 17th day of January, 2018.

[Signature]
Commission
Notary Public

in the State of Illinois. My

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 proposal 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 proposal 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 River Forest

ADDRESS 400 Park Ave. 60305

CONTACT Erin Palm

PHONE (708) 366-8500

WORK PERFORMED Elevator Maintenance

MUNICIPALITY Village of Glen Ellyn

ADDRESS 535 Duane St. 60137

CONTACT Brian Baltudis

PHONE (630) 547-5209

WORK PERFORMED Elevator Maintenance

MUNICIPALITY City of Chicago

ADDRESS All properties

CONTACT John Ochal

PHONE (312) 296-0900

WORK PERFORMED Elevator Maintenance

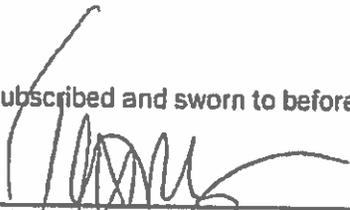
SECTION IV
CONTRACTOR CERTIFICATION

Anderson Elevator, as part of its proposal on an agreement for construction Work
(Name of Contractor selected) for the Village of Oak Park, hereby certifies that said contractor selected
is not barred from proposing 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 "Proposing Requirement".



(Authorized Agent of Contractor selected)

Subscribed and sworn to before me this 17 day of January, 2018.



Notary Public's Signature

- Notary Public Seal -



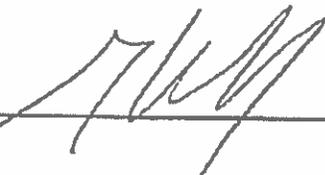
SECTION V
TAX COMPLIANCE AFFIDAVIT

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

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

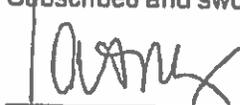
Anderson Elevator Company
(Contractor selected)

The individual or entity making the foregoing proposal or proposal 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 making the proposal or proposal 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.

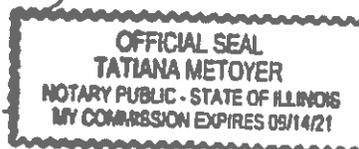

By: _____
Its: Gregory V. Gibbs
(name of contractor if the contractor is an individual)
(name of partner if the contractor is a partnership)
(name of officer if the contractor is a corporation)

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

Subscribed and sworn to before me this 17 day of January, 2018.


Notary Public's Signature
Reporting Requirements

- Notary Public Seal



The following forms must be completed in their entirety, notarized and included as part of the proposal 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 proposal.

SECTION VI
ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

A. Corporation:

The contractor is a corporation, legally named Southwest Industries DBA Anderson Elevator 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: _____

The corporation has a corporate seal. (In the event that this proposal 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 _____, 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 VII
COMPLIANCE AFFIDAVIT**

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

1. I am the (title) President of the proposing 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 Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting it;
3. The proposing company is organized as indicated above on the form entitled "Organization of Proposing Company."
4. I authorize the Village of Oak Park to verify the company's business references and credit at its option;
5. Neither the proposing company nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Proposal rigging and Proposal rotatng, or section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The proposing company has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the proposing company nor its affiliates is barred from agreementing 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 proposing 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 proposing 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 proposing 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, IL 60155

Telephone (708) 345-9710

E-Mail GGibbsjr@andersonselevator.com

Subscribed to and sworn before me this 17 day of January, 2018.

Notary Public

- Notary Public Seal -



¹ Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing 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 agreementing business entity.

SECTION VIII
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 Proposal. 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 firm 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

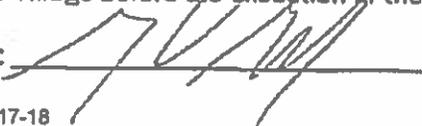
[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

86 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: 

Date: 1-17-18

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 Proposal. An incomplete form will disqualify your Proposal. 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 88

Job Category	Total # of Empl.	Total Males	Total Females	Males					Females				Total Minorities
				Black	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
Officials & Managers	6	5	1										
Professionals													
Technicians													
Sales Workers	5	5											
Office & Clerical	4		4										
Semi-Skilled Laborers													
Service Workers	71	71		6	5								11
Management Trainees													
Apprentices													

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

Gregory V. Gibbs, being first duly sworn, deposes and says that he/she is the President (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 filed upon. Subscribed and sworn to before me this 17 day of January, 2018.

[Signature]
(Signature)

January 17, 2018
(Date)



SECTION IX
NO PROPOSAL EXPLANATION

If your company does not wish to propose 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 Proposal.

Thank you.

Proposal Name: Project No. 18-100

Village of Oak Park Elevator Maintenance and Repair Services

Comments:

Signed: _____

Phone: _____



ANDERSON ELEVATOR CO.

South West Industries, Inc.
2801 South 19th Avenue, Broadview, IL 60155
708/345-9710 Fax 708/345-9507
info@andersonlevator.com

October 16, 2017

The Village of Oak Park
Public Works Center
201 South Blvd
Oak Park, IL 60302

Attn: Mr. Alfredo A. Gutierrez
Building Maintenance Contract Coordinator

Re: Elevator Services

Dear Mr. Gutierrez

Thank you for the opportunity to meet with you to discuss the future care of the elevator equipment for the Village of Oak Park.

Anderson Elevator was proud to provide the service for my home town elevators for many years. I am hoping we can rejoin your team.

Thank you for your consideration of Anderson Elevator.

Sincerely,

Michael Gibbs, CEI

MG/es

0000



November 2, 2017

Village of Oak Park
123 Madison
Oak Park, IL. 60302

ATTENTION: Mr. Vic Sabaliauskas

KONE Inc.
311 South Wacker Suite 2550
Chicago, IL 60606
Tel (312) 427-4990
Fax (312) 427-4991
www.kone.com
seth.nalette@kone.com

REFERENCE: Vertical Transportation Maintenance Agreement Rider
Village of Oak Park
N40131204

EFFECTIVE: 11/1/2017

OBJECT:
1. Contract will be extended 3 years.
2. All other Terms and Conditions set forth in contract N40131204 will remain the same.

PRICE: \$1,000 maintenance fee per month.

Respectfully,
KONE Inc.

Seth Nalette
Sales Representative

ACCEPTANCE

ACCEPTED

Village of Oak Park

KONE Inc.

BY: _____

BY: _____

DATE: _____

DATE : _____



Village of Oak Park
201 South Boulevard
Oak Park, IL 60302

COMPLETE ELEVATOR SERVICE CONTRACT
DATE: January 9th 2018
PROPOSAL: 5-15306

We propose to furnish Complete Elevator Service on the following elevator(s) located at:

ADDRESS	ELEVATOR(S)/ LIFT(S)	TYPE	FLOORS SERVED
123 Madison St.	2	Hydraulic, Porch Lift	4
255 Augusta	1	Hydraulic	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

PERFORMANCE BY ELEVATOR INDUSTRIES OF ILLINOIS:

UNDER THIS CONTRACT we will service the above described elevator on equipment on a Monthly bases on the following terms and conditions.

WE WILL USE trained men, directly employed and supervised by us. We shall provide a maintenance checklist at the building office to display services rendered.

WE WILL EMPLOY all reasonable care to service the elevator system in the proper and safe operating condition.

WE SHALL systematically examine the equipment, adjust and lubricate as required, and if conditions warrant, unless specifically excluded in the exceptions statement herein, repair or replace the:

MACHINE: = Brake coil, brake contact, linings and component parts. See Exceptions.

MOTOR AND MOTOR-GENERATOR: Brushes and brush holders

PUMP UNIT: including valves, gears, bearings, valve magnet coils, v-belts, seals and packing.

GOVERNOR: including governor sheave and shaft assembly, bearings, contacts and jaws.

IDLER SHEAVES: including deflector or secondary, compensating sheave assembly, and governor tension sheave assemblies.

CONTROLLER AND VARIOUS RELAY PANELS: including all relays, contactors, solid state components, resistors, condensers, transformers, contacts, shunts, mechanical or electrical timing devices, computer devices.

SELECTORS: including selector drive (tape, wire, or cable) and all mechanical and electrical drive components.

HOISTWAY DOOR INTERLOCKS or locks or contacts: hoistway door hangers and tracks, bottom door guides and auxiliary door closing devices. Hoistway limit switches.

GUIDE SHOES: including rollers or gibs.

BUFFERS: including spring or oil.

AUTOMATIC POWER OPERATED DOOR OPERATOR: door protective devices, car door hanger and car door contact; car safety mechanism.

FIXTURES: car and hall button stations, contacts, key switches and locks, lamps and sockets. Lamps to be changed only at time of regular service calls.

REPLACEMENT: the extent of coverage, as stated above, does not include the replacement of any items which are no longer manufactured by the manufacturer, or have become unavailable from the manufacturer, or unavailable from other sources of supply. Also, when any items become unavailable from the manufacturer or from other sources of supply, the extent of coverage does not include, nor is meant to imply that ELEVATOR INDUSTRIES OF ILLINOIS will redesign, change operation, adapt or substitute any new items of different design to replace unavailable or irreplaceable existing items.

Furnish special lubricants compounded to rigid specifications, selected and tested for the service conditions required.

Repair or replace the conductor traveling cables and the elevator control wiring in the hoistway and machine room.

Replace all the wire hoist ropes as often as, in our judgment, is necessary, to maintain the recommended factor of safety. We will also equalize the tension on all hoisting ropes.

Properly lubricate the guide rails as often as, in our judgment, is necessary, except where roller guides are used.

We agree, where applicable, to provide a parts cabinet, complete with all replacement parts, wiping cloths and lubricants that, in our judgment, are necessary to maintain the elevators in proper operating conditions. All parts to remain our property.

WE AGREE, where applicable to check the group dispatching systems and make the necessary tests to insure that all circuits and time settings are properly adjusted to provide the best possible overall services subject to the limitations of the equipment.

EXCEPTIONS:

WE SHALL NOT be required to make other safety tests or install new attachments on the elevators as recommended or directed by insurance companies or by government, state, municipal or other authorities, or make any replacement with parts of a different design due to obsolescence. Our obligation to replace parts shall not include replacement of items that are no longer manufactured, have become unavailable, or are obsolete. It is agreed that we will not be required to make renewals or repairs necessitated by the negligence or misuse of the equipment or by any other cause beyond our control except ordinary wear and tear. If within one hundred eighty (180) days of the start of service under this agreement we are required to make repairs or replacements due to pre-existing conditions, we will invoice you for additional charges. Title to the material covered by this contract shall remain in **ELEVATOR INDUSTRIES OF ILLINOIS** possession until full payment has been made thereof by owner. No work or service other than that which is specified herein is included in this contract.

WE ASSUME NO RESPONSIBILITY for the following items of elevator equipment or service calls regarding them, which are not considered part of this contract:

CAR ENCLOSURE: including removable panels, car gates and doors, plenum chambers, hung ceilings, light diffusers, light tubes and bulbs, light fixtures and ballasts, fans, handrails, alarm bells, mirrors, floor covering, wood platform sub-flooring. Signal fixtures and operating station cover plates, intercommunication systems used in conjunction with the equipment.

HOISTWAY ENCLOSURES: hoistway doors, hoistway gates, hoistway doorframes and sills. Headers and supports, swing door closers and hinges, pit ladders, lights and screens, guide rail aligning, access doors, beams, sump pumps.

JACK UNIT: cylinder, plunger, packing, buried piping, conduit and hydraulic fluid in excess of five (5) gallons per year on hydraulic elevators. Also, the hydraulic fluid tank in its entirety.

PUMP UNIT: All submersible components.

FIXTURE FACEPLATES: power switches and feeders to controllers, main line fuses and main line starters and drive units in their entirety. Smoke and heat detector devices. Any power source or components installed or connected for emergency standby power use.

We shall not be responsible for trouble incurred or damage to the elevator equipment as a result of failure or reduced voltage of the primary power source.

THE ITEMS LISTED on the schedule below show considerable wear. To provide you with the maximum service from these items, we are accepting them in their present condition with the understanding that you are to pay, in addition to the base amount of this contract, extra charges at the time the items listed are first repaired or replaced upon their failing. If none are listed, this paragraph does not apply.

Part Name: None noted.

SPECIAL NOTES: An A/C unit is strongly recommended in the machine room. Excessive heat can damage equipment. We will not be responsible for heat related malfunctions.

ELEVATOR INDUSTRIES OF ILLINOIS carries a blanket insurance policy with a nationally recognized insurance carrier covering both Workman's Compensation and General Liability. The cost of our standard insurance coverage is included in this quotation or agreement. If additional types of coverage or higher limits of liability are desired, they will be provided at additional cost to the owner.

CALL BACK SERVICE: All work is to be performed during regular working hours of regular working days of the elevator trade unless otherwise specified.

Emergency minor adjustment callback service during regular hours is included in this contract. On overtime callbacks, the **SELLER** will absorb the straight time portion and the **PURCHASER** is to pay the premium portion of the overtime rate.

PERFORMANCE BY THE OWNER

The owner agrees to furnish a complete set of "as built" wiring diagrams in the machine room for permanent and long-term use by our examiners.

The owner agrees to keep the elevator pit(s) and motor room(s) clean and free from water and rubbish, to give **ELEVATOR INDUSTRIES OF ILLINOIS** written notice within twenty-four hours of any accident, alteration or change affecting the equipment, to discontinue immediately, the equipment from service when it becomes unsafe or operates in a manner which might cause injury to a user thereof, and to provide surveillance of the equipment for such purposes.

In the event of the sale, lease, or other transfer of the elevators of dumbwaiters described herein, or the premises in which they are located, the owner agrees to see that such new owner is made aware of this contract and assumes and agrees to be bound by the terms hereof for the balance on the contract, subject to termination as herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the contract, provided however, that in any such case **ELEVATOR INDUSTRIES OF ILLINOIS** may at its sole discretion terminate the contract with any such successor at any time upon thirty (30) days advanced notice in writing.

IT IS AGREED that we do not assume possession, management or control of any part of the equipment but such remains yours exclusively as the owner or lessee thereof. We shall not be liable for any loss, damage, or delay caused by non-operation of the equipment.

It is expressly understood, in consideration of our performance of the service enumerated at the price stated, that the owner assumes all liability for injury, including death, to any person or persons and for damage to our property or loss of use thereof, on account of, or resulting from the performance of the work to be done hereunder, and agrees to defend, indemnify and hold harmless our company, its officers, directors and employees from all damages, claims, suits, expenses, and payments on account of or resulting from any such injury, death or damage to property, except that resulting from the sole negligence of our company.

We will be responsible for any accidents to persons due to the negligent acts of our employees. **ELEVATOR INDUSTRIES OF ILLINOIS** nor its subsidiaries or divisions shall not be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from misuse or overloading above the rated capacity of passenger, freight or service elevator or any other device covered by this agreement.

No failure or omission by **ELEVATOR INDUSTRIES OF ILLINOIS** in the performance of any obligation contained in this agreement shall be deemed a breach thereof if the same shall arise from any causes beyond the control and without its faults or negligence, including, but not restricted to acts of any governmental authority of any officer, department, agency or instrumentality thereof, fire, storm, flood, earthquake, explosion, accident, acts of public enemy, war, rebellion, insurrection, riot, sabotage, epidemic, quarantine, restrictions, strikes, lock-outs, dispute with workmen, labor shortages, transportation embargoes or failure or delays in transportation, or exhausting or unavailability or delays in the delivery of any transportation facility, product or material necessary to the performance hereof.;

provided, however, that ELEVATOR INDUSTRIES OF ILLINOIS shall continue performance with the utmost dispatch whenever any such causes are removed.

Representations, warranties and guarantees as to all materials supplied by us shall be limited to those guarantees issues by the manufacturers of such products. Our services will be rendered in a good workmanlike manner. Any breach of this guarantee of good workmanlike service is limited to the labor required by us to correct or adjust any work not properly performed. No other damages, direct or indirect, shall accrue to the purchaser for work performed in a manner other than is represented. During the term of this service contract, the owner or lessee agrees not to permit any of its employees or agents and servants to make any repairs or render any services to the elevators covered by this agreement. In the event anyone other than ELEVATOR INDUSTRIES OF ILLINOIS services the elevator and related equipment, all warranties hereunder cease. The owner or lessee agree to insure, indemnify and hold ELEVATOR INDUSTRIES OF ILLINOIS harmless from any and all causes of action brought in tort or in contract arising out of the services performed by other than ELEVATOR INDUSTRIES OF ILLINOIS employees.

Purchaser shall pay as an addition to the price stated, a sum equal to the amount of any taxes which may now or hereafter be enacted from purchaser or seller on account thereof.

We reserve the right to discontinue this service at any time, without notice, until payment under this agreement has been made satisfactorily commensurate with the terms herein established.

You agree to pay the base and/or adjustment contract price promptly, including authorized overtime and repairs as billed. Should the amount become due beyond thirty (30) days without specific written agreement regarding such payment or payments, all the account sums due and payable shall bear interest at the rate of 2% per month. In the event ELEVATOR INDUSTRIES OF ILLINOIS retains an attorney and/or institutes suit to enforce its rights under this agreement, it shall be entitled to its court cost and reasonable attorney's fees and collection fees. In states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

Our price for this contract shall be Two Thousand and Twenty Seven Dollars and No Cents (\$2,027.00 Net per month payable monthly in advance upon presentation of invoice.

SERVICE SHALL COMMENCE on the ____ day of _____ in the year _____ ("Commencement Date") and shall continue for a period of three (3) years thereafter until terminated. Either party may terminate this agreement during the first year or at the end of any subsequent year thereafter by giving the other party written notice hereof at least thirty (30) days prior to the end of such year.

THE CONTRACT PRICE shall be adjusted annually to cover increases or decreases in labor, material, and fringe benefit rates, increases in insurance cost, and/or any additional imposed tax laws enacted after the date of this agreement. Such adjustments considerations shall be made on an annual basis effective the month within which the anniversary date of this service contract commences.

Any provisions of this agreement prohibited by law shall be considered ineffective (isolated to the extent in which such prohibition is applicable) without invalidating the other provisions hereof.

ENTIRE AGREEMENT

This document shall become valid only when accepted by the building owner or his agent and when subsequently approved by an officer of ELEVATOR INDUSTRIES OF ILLINOIS. If this contract is signed by any agent on behalf of the owner, the party so signing represents and warrants to ELEVATOR INDUSTRIES OF ILLINOIS that it is duly authorized to so act on behalf of the owner and shall be liable for damages which ELEVATOR INDUSTRIES OF ILLINOIS may suffer

If such representation and warranty are untrue. In the event acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this contract shall govern in the event of conflict. This agreement will constitute the entire agreement for the services described and all prior representations or agreements whether written or verbal not incorporated herein are superseded.

Address: _____

Accepted in Duplicate: _____
Inspire Business Center agent

Title: _____ Date: _____

ELEVATOR INDUSTRIES OF ILLINOIS

Prepared By: _____
Josh Moore

Accepted for Elevator Industries of Illinois:

By: _____
Rick Raciborski

Title: _____ Date: _____



Josh Moore
Account Executive
Josh@elevatorii.com
office: 773-645-7476 ext 243
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3260 W. Grand Ave. Chicago, IL 60651

3260 WEST GRAND AVENUE – CHICAGO, ILLINOIS 60651

Village of Oak Park
Department of Public Works
Building Maintenance Division
MEMORANDUM

February 7, 2018

TO: John P. Wielebnicki, Director of Public Works

FROM: Vic Sabaliauskas, Building Maintenance Superintendent

CC: Tammie Grossman, Development Customer Services Director
John Youkhana, Parking Services Division Manager

RE: Elevator Maintenance for 2018

Three quotes were received for elevator maintenance and repair services for 2018 for all VOP-owned elevators at Village Hall, Public Works Center, Dole Center and the parking garage (bid tab attached). Staff recommends approval of an Independent Contractor Agreement with Anderson Elevator. Anderson Elevator has provided elevator maintenance and repair services for the Village in the past and performed well.

KONE has been the elevator maintenance and repair contract for the Village since October of 2016 but has not performed well. Service request calls went unanswered and response times were very slow. Parking garage staff submitted correspondence outlining KONE's poor performance. Specific examples included:

"We have had a number of problems with Kone over the past 2 years.

They do not report to calls quickly, sometimes multiple calls are necessary to get someone out. We have called and it has taken them days and into the next week to send someone in.

They have shown up for a call, did not make anyone aware that they were on site, and left because upon their inspection they felt everything was working fine, however, the issues were not resolved.

They have ordered parts which take months to arrive and set up installation, with no updates or notice to the Village of the status or that the part will take time to arrive.

They have done work, only to leave and have the same issue arise a few days later."

As of this date, both KONE and Elevator Industries of Illinois have not submitted their pricing on the required Proposal Form despite our repeated requests however, they did provide earlier quotes for these services. Regardless, staff still recommends using Anderson Elevator Co.

Please forward the Independent Contractor Agreement to the Village Manager's Office for approval/signature. Sufficient funds are budgeted in the Public Works Building Maintenance Operating Budget, account #s 1001-43790-711, 712, 713-530660 General Contractuals, and in various Parking Department Budget account #s for General Contractuals and Property Repair.

**Bid Summary
Elevator Maintenance**

1/18/2018

Company	Total Monthly Cost
Anderson Elevator	\$ 1,475.00
KONE	\$ 1,000.00 *
Elevator Industries of Illinois	\$ 2,027.00

* \$1,512 is KONE's current monthly cost. They submitted an e-mail stating they would change their rate to \$1,000 per month, however, staff still does not recommend approval of an agreement with KONE due to very poor performance.

OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE WHITE
SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

File Number	53017037		
Entity Name	SOUTH WEST INDUSTRIES INC		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	03/08/1983	State	ILLINOIS
Agent Name	THOMAS J DILLON	Agent Change Date	02/07/2013
Agent Street Address	120 S LASALLE STE 1335	President Name & Address	GREGORY V GIBBS 2801 S 19TH AVE BROADVIEW IL 60155
Agent City	CHICAGO	Secretary Name & Address	ELIZABETH RUDDY SAME
Agent Zip	60603	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2018
Assumed Name	INACTIVE - ANDERSON ELEVATOR CO ACTIVE - ANDERSON ELEVATOR CO		

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(One Certificate per Transaction)

OTHER SERVICES

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