

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

RECEIVED

FEB 03 2020

VILLAGE MANAGERS OFFICE

January 30, 2020

TO: John P. Wielebnicki, Director of Public Works  
FROM: Vic Sabaliauskas, Building Maintenance Superintendent  
CC: Tammie Grossman, Development Customer Services Director  
RE: Elevator Maintenance for 2020

*De J*  
*2/3/20*

In 2018 the Village entered into an Independent Contractor Agreement with Anderson Elevator for elevator maintenance and repair services all VOP-owned elevators at Village Hall, Public Works Center and the Holley Court parking garage. Anderson Elevator has submitted a letter stating they would like to continue providing elevator maintenance and repair services for the Village in 2020. Included with this Memo is an Amendment to the Independent Contractor Agreement with Anderson. *(Second of two renewals)*

Please forward the Amendment to the Village Manager's Office for approval/signature. Sufficient funds are budgeted in the 2020 Public Works Building Maintenance Operating Budget account #s 1001-43790-711 and 713-530660 General Contractuals, and in the 2020 Parking Fund Budget account #s 5060-43770-783, 784 and 788-530660. If approved, the total contract amount in 2020 would not exceed \$23,656.25 (see attached spreadsheet for breakdown).

Thank you.

**2020 Cost Breakdown for Anderson Elevator Maintenance, Testing and Repair Services**

<b>Location</b>	<b>Account#</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>	<b>5% Contingency</b>	<b>Testing required by State Fire Marshal</b>	<b>TOTAL</b>
Village Hall	1001-43790-711-530660	\$ 219.50	\$ 2,634.00	\$ 131.70	\$ 830.00	\$ 3,595.70
Public Works Center	1001-43790-713-530660	\$ 226.00	\$ 2,712.00	\$ 135.60	\$ 830.00	\$ 3,677.60
Holley Court - 1125 Ontario	5060-43770-783-530660	\$ 457.02	\$ 5,484.24	\$ 274.21	\$ 2,490.00	\$ 8,248.45
Avenue Garage - 720 North Blvd.	5060-43770-784-530660	\$ 296.00	\$ 3,552.00	\$ 177.60	\$ 1,660.00	\$ 5,389.60
OPRF Garage - 564 Lake St.	5060-43770-788-530660	\$ 152.00	\$ 1,824.00	\$ 91.20	\$ 830.00	\$ 2,745.20
<b>TOTAL:</b>		<b>\$ 1,350.52</b>	<b>\$ 16,206.24</b>	<b>\$ 810.31</b>	<b>\$ 6,640.00</b>	<b>\$ 23,656.55</b>

<b>Total Annual Maint. Cost</b>	<b>\$ 16,206.24</b>
<b>Plus 5% Contingency</b>	<b>\$ 810.31</b>
<b>Plus required testing</b>	<b>\$ 6,640.00</b>
<b>GRAND TOTAL:</b>	<b>\$ 23,656.55</b>

**RENEWAL OF AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE VILLAGE OF OAK  
PARK AND SOUTH WEST INDUSTRIES, INC. d/b/a ANDERSON ELEVATOR CO. TO PROVIDE  
ELEVATOR MAINTENANCE, TESTING AND REPAIR SERVICES IN 2020  
IN AN AMOUNT NOT TO EXCEED \$23,656.55 IN FISCAL YEAR 2020**

THIS RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT DATED February 12, 2018 (hereinafter "Renewal") 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 (hereinafter the "Contractor") is entered into as of the effective date set forth below (collectively referred to as the "Parties").

**RECITALS**

WHEREAS, the Parties previously entered into an Independent Contractor Agreement dated February 12, 2018 for elevator maintenance and repair services at Village Hall, the Public Works Center, Holley Court Parking Garage, Avenue Parking Garage and OPRF/North Scoville Avenue Parking Garage ("Agreement"); and

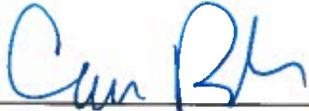
WHEREAS, the Parties seek to renew the Agreement pursuant to the terms of the Agreement in an amount not to exceed \$16,206.24, plus 5% contingency for unforeseen conditions/repairs in the amount of \$810.31, plus \$6,640 for required testing for a total not to exceed amount of \$23,656.55.

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

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.
2. **RENEWAL OF AGREEMENT.** The Agreement between the Parties is hereby renewed pursuant to the terms of Section 4 of the Agreement for an additional one (1) year terms, ending on December 31, 2020 at 11:59 p.m.
3. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.
4. **EFFECTIVE DATE.** This Renewal shall be effective on the last date of its execution by one of the Parties as reflected below.

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

VILLAGE OF OAK PARK



By: Cara Pavlicek  
Its: Village Manager

Dated: 2/6, 2020

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



By:  
Its:

Dated: 2-13, 2020

REVIEWED AND APPROVED  
ASTORIA



LAW DEPARTMENT

ATTEST



By:  
Its:

Dated: 2-13, 2020



**ANDERSON ELEVATOR CO.**

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

January 6, 2020

Village of Oak Park  
One Village Hall  
Oak Park, IL 60304

Attn: Mr. Vic Sabaliauskas

RE: Elevator services

Dear Mr. Sabaliauskas,

Anderson Elevator is pleased to extend the duration of the existing elevator service agreement.

As you have requested, I am providing the new monthly cost, less the Dole Library (\$1350.50 per month). Should you require any additional information, please do not hesitate in contacting me.

Thank you for your continued consideration of Anderson Elevator.

Sincerely,

Michael Gibbs  
CEI

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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 26<sup>th</sup>, 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:

<b>ADDRESS</b>	<b>ELEVATOR(S)/ LIFT(S)</b>	<b>TYPE</b>	<b>FLOORS SERVED</b>
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 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.

### 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	\$ 296.00 -
564 Lake St.	1	Hydraulic	2	\$ 148.00 -
<b>TOTAL MONTHLY COST:</b>				<b>\$ 1475.00</b>

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

Anderson Elevator Co.

Organization Name  
(Seal - If Corporation)

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

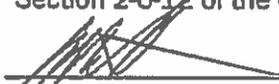
CONTACT John Ochal

PHONE (312) 296-0900

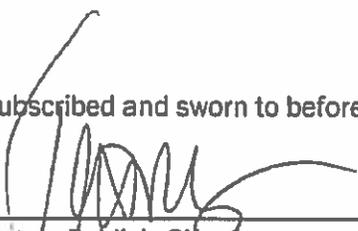
WORK PERFORMED Elevator Maintenance

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 -



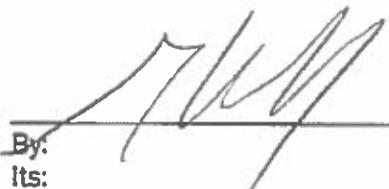
SECTION V  
TAX COMPLIANCE AFFIDAVIT

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)

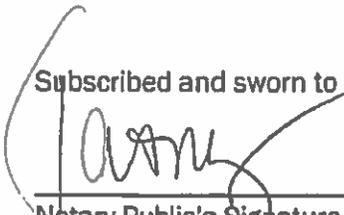
The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, 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 affiliates<sup>1</sup> 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 rotating, 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@andersonlevator.com

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

\_\_\_\_\_  
Notary Public

- Notary Public Seal -



<sup>1</sup> 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

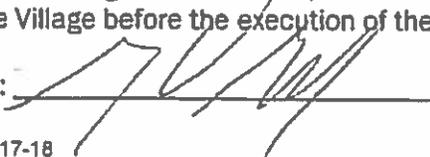
[Submit copies of any W/W/DBE certifications]

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 86

Job Category	Total # of Empl.	Males							Females				Total Minorities
		Total Males	Total Females	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 relied 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



## ANDERSON ELEVATOR CO.

South West Industries, Inc.  
2801 South 19th Avenue, Broadview, IL 60155  
708/345-9710 FAX 708/345-9507

### ELEVATOR SERVICE AGREEMENT

**CUSTOMER:** Oak Park Village Hall  
201 South Boulevard  
Oak Park, IL 60302

**DATE:** October 16, 2017

**ATTN:** Mr. Alfredo A. Gutierrez  
Building Maintenance Contract Coordinator

**PROPOSAL NO. 013032**

#### SPECIFICATIONS AND LOCATION:

Anderson Elevator Company will furnish the following elevator service to the Nine (9) hydraulic elevator (5) in the building located at:

#### Various Locations

The Company agrees to service the elevator equipment described above in accordance with the following terms and conditions. The Company will use trained elevator men. These men will be qualified to keep the elevator equipment adjusted, and will use reasonable care to maintain the elevator equipment in proper operating condition.

#### SERVICE AND PARTS GUARANTEE:

The Company will on a regular basis, routinely examine, clean, lubricate and adjust the elevator equipment. When conditions warrant, the following parts will be repaired or replaced, 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 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.

#### PARTS EXCLUDED:

Cleaning, painting, repairing or replacing the following parts pertaining to the elevator equipment or operation are not included in this agreement.

- \* Car panels, door panels, door sill tracks, car gate, suspended ceilings, light diffusers, car lighting tubes, ballast, light fixtures, bulbs, batteries, handrails, mirrors, cab floorings and floor covering, wood platform sub floorings, fan and fan fixture, music systems, car heaters, air conditioning, telephone, video systems, emergency lighting and power source, door astragal strips, sight guards, wiring for lights, piston packing.

## ANDERSON ELEVATOR COMPANY

- \* Hoistway doors, frames, sills, headers and supports, swing door closers and hinges, pit ladders, lights and screens, guide rails and their mountings, rail aligning, access doors, beams, sump pumps, packings, reclaiming pumps, underground piping and cylinders..
- \* All buttons, button covers, halos, directional indicators, key or toggle switches, and fixture faceplates or finished surfaces of any kind, Braille marking, certificate frames, pad hooks, special or instructional markings, power disconnect switches, main line fuses and power wires to the controller. Smoke and heat detector devices. Any power source or components installed or connected for emergency standby power use.

It is understood that the foregoing exclusions do not in any way enlarge the category of the items for which the Company is responsible.

The remainder of the elevator installation will be maintained in accordance with the terms and conditions of this agreement as long as replacement parts are available from the manufacturer.

### CONDITIONS OF SERVICE:

- \* The Company is to be provided with full and free access to all equipment and is to be provided with a complete set of wiring diagrams.
- \* The Company will make adjustments, replacements, or repairs as detailed in this contract which are necessary solely as a result of ordinary wear and tear. The Company is not responsible for adjustments, replacement or repairs necessitated by any other cause. In the event adjustments, replacements or repairs are required which are not the responsibility of the Company to make under this agreement, and the owner or his agent does not authorize the work, the Company assumes no responsibility for accidents or injuries and shall have the right to terminate this agreement.
- \* The owner agrees that they will not permit others to make alterations, additions, adjustments, repairs, or replacements to the elevator equipment.
- \* The Company will not be responsible for trouble incurred or damage to the elevator equipment as a result of power failure or voltage fluctuations of the primary power source, nor for troubles or damages as a result of negligence, accidents, misuse, vandalism, abuse, storm, fire, flood or water damage, or due to any similar or dissimilar causes beyond the Company's control.
- \* The Company will not be required to make tests other than those specified in this agreement, or to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, or local authorities, or make changes or modifications in design, or to make replacement with parts of a different design. Further, the Company will not be expected to improve equipment, design or operation from conditions as they exist at the start of this contract. It is acknowledged that all equipment ages and cannot be maintained exactly as is, but only in reasonable condition.
- \* The Owner shall keep the elevator pits and machine rooms free from water and rubbish.
- \* The owner shall give the company written notice within 24 hours of any accident, alteration or change affecting the equipment and of any changes of ownership, and shall discontinue immediately any elevator from service when the equipment becomes unsafe or operates in a manner which might cause injury to a user thereof and shall maintain surveillance of the equipment for such purposes.
- \* In the event that this agreement is terminated by the Purchaser prior to the expiration date of this agreement, the Purchaser agrees to pay the Company fifty percent of the unexpired portion of this agreement as liquidated damages.
- \* Acceptance of this agreement authorizes the Company to schedule and perform all testing required by the authority having jurisdiction. Cost associated with this testing shall be the responsibility of owner.

### HOURS OF SERVICE AND CALLBACKS:

- \* All work is to be performed during regular working hours of regular working days of the elevator trade.
- \* This contract includes call-back service during regular working hours. Call-backs for this purpose are defined as problems which affect the safe or continuous operation of the equipment covered under this agreement. Should the call-back be for work which is beyond the scope of this agreement or outside of this definition, the owner agrees to pay the Company's usual billing rate for the call-back.
- \* If examinations, adjustments, repairs, or replacements are requested outside of regular working hours, the customer agrees to pay the Company's usual overtime billing rate.
- \* Travel time will be paid for by the Owner for all calls outside the regular scope of work.

### LIABILITY TERMS:

- \* It is expressly understood, in consideration of the Company's performance of the service enumerated herein at the price as stated, that nothing in the agreement will be construed to mean that the Company assumes any liability on account of accidents, injury, or damage to persons or property except those directly due to the negligent acts or omissions of the Company or its employees. The Company does not assume possession or control of any part of the elevator equipment and it is the owner's responsibility for accidents, injury, or damage to persons or properties while riding on or about the elevators and equipment.

**ANDERSON ELEVATOR COMPANY**

- \* The Company has made no examinations of the elevator equipment other than that necessary to perform the work described in this agreement and assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this contract. Further, it is understood that when not working in, about, or on said equipment, the company shall not be responsible for leveling of cars at landings, eccentricities in operation of car and hatchway doors or their locking devices or for any situation that may occur which cannot be revealed by the ordinary examinations offered with this service.
- \* The Company will not be held responsible or liable for any loss, damage, detention, or delay resulting from causes beyond its reasonable control, including but not limited to strikes, lockouts, or other concerted action of workmen, accidents, fire, flood, theft, vandalism, acts of God, acts or omissions of any governmental authority, war, insurrection or riot, embargo, wreck or delay in transportation, or inability to obtain from usual sources necessary labor, materials or manufacturing facilities. In the event of delay due to any such cause, the performance of the Company's services will be postponed without liability to the Company by such length of time as may be reasonably necessary to compensate for the delay and the Company will not be responsible for special, indirect, incidental, or consequential damages.
- \* No work, service, or liability on the part of the Company other than specifically mentioned herein is included or intended.

**EFFECTIVE DATE:**

The effective date of this agreement is \_\_\_\_\_. This agreement will continue in effect until terminated as provided herein. Either party may terminate this agreement at the end of the fifth year from the effective date or at the end of any subsequent year by giving the other party ninety (90) days prior written notice.

**CONTRACT PRICE:**

- \* The contract price for this service as herein stated shall be **One Thousand Three Hundred Ninety Five Dollars (\$1,395.00)** per month payable monthly in advance. The Owner will pay as an addition to the price herein the amount of any sales, use, excise or other tax which may hereafter be applicable to the services to be performed under this agreement.
- \* The Company reserves the right to suspend service or terminate this contract at any time should payment not be made within thirty (30) days from date of invoice.
- \* A late payment charge of 1 1/2% per month will be payable on the outstanding balance for all invoices which are more than thirty (30) days from date of invoice.
- \* In the event of litigation to collect any sums due hereunder, the owner agrees to pay all collection costs incurred by the Company including court costs and reasonable attorney's fees.
- \* Annually on the anniversary date of this contract, the monthly contract price shall be adjusted to reflect the rate of increase or decrease in the straight time hourly rate, plus fringes, of elevator mechanics.

**ACCEPTANCE:**

- \* This proposal shall become valid only when accepted by the building owner or his agent, and when subsequently approved by an officer of the Company. If this contract is signed by an agent on behalf of the owner, the party so signing represents and warrants to the Company that it is duly authorized to so act on behalf of the owner and shall be liable for damages which the Company may suffer if such representations 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.

1 Hydraulic Elevator- Village Hall  
 1 Hydraulic Elevator- Dole Center  
 1 Hydraulic Elevator- Public Works

3 Hydraulic Elevators- Holley Court Garage  
 2 Hydraulic Elevators- Avenue Parking Garage  
 1 Hydraulic Elevator- OPRF High School Garage

**Oak Park Village Hall**

**Anderson Elevator**

By: \_\_\_\_\_

By: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed:   
 Michael Gibbs, CEI

Date: \_\_\_\_\_

Date: October 16, 2017



## 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

(D) **Umbrella:**

i. Limits:  
Each Occurrence/Aggregate \$5,000,000.00

(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](mailto: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 19<sup>th</sup> Ave.  
Broadview, IL 60155  
Email: [ggibbsjr@andersonlevator.com](mailto: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:  
Its: Corp Sec

Date: 2-21-19, 2018







Office of the Secretary of State Jesse White  
**GOVERNORDRIVEILLINOIS.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**  
Friday, 15 February 2019

**For Year**  
2019

### **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.