

**THE FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE
VILLAGE OF OAK PARK AND SOUTH WEST INDUSTRIES, INC. D/B/A ANDERSON ELEVATOR CO.
FOR CLEANING AND MODERNIZATION OF ELEVATORS AT THE HOLLEY COURT, THE AVENUE,
AND THE OAK PARK RIVER FOREST PARKING STRUCTURES**

THIS FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT DATED September 4, 2018 between the Village of Oak Park, an Illinois home rule municipal corporation, and South West Industries, Inc. d/b/a Anderson Elevator Co., an Illinois Corporation, is entered into this ____ day of October, 2018 (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties entered into an Independent Contractor Agreement dated September 4, 2018 ("Agreement"); and

WHEREAS, the Parties seek to amend the Agreement pursuant to this Amendment to change the scope of work to remove mechanics modernization to the Holley Court west elevator and add cylinder replacement to the Holley Court east elevator.

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. **AMENDMENT TO RECITALS OF THE AGREEMENT.** The Recitals of the Agreement are amended by adding the underlined language and deleting the overstricken language as follows:

WHEREAS, Contractor submitted a Proposal dated August 15, 2018, a copy of which is attached hereto and incorporated herein by reference, and a Proposal dated September 18, 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 Holley Court Parking Garage, Avenue Parking Garage and Oak Park River Forest High School Parking Garage (hereinafter referred to as the "Work"); and

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

3. **AMENDMENT TO SECTION 2 OF THE AGREEMENT.** Section 2 of the Agreement ("Scope of Work") are amended by adding the underlined language and deleting the overstricken language as follows:

Contractor shall perform the Work in accordance with its ~~Proposal~~ Proposals for a price not to exceed ~~\$165,096.00 per month~~ \$158,301.00 plus a total of ~~\$4,904.00~~ \$11,699.00 contingency for unforeseen conditions/repairs and bond requirements needed for a total annual cost of \$170,000.00 ("Contract Price"). Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with its ~~Proposal~~ Proposals 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).

4. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.

5. **EFFECTIVE DATE.** This Amendment shall be deemed dated and become effective on the date of its execution by the Village Manager of the Village of Oak Park.

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

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

VILLAGE OF OAK PARK

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

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Dated: _____, 2018

Dated: _____, 2018

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By:
Its:

Dated: _____,

Dated: _____, 2018