

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1189454
Vendor Name: Colley Elevator Co
Invoice Number: 195473
Invoice Date: 03/16/20
PO Number: B0369758
Check Number: E0080262
Check Amount: \$ 5,174.00
Check Date: 06/03/2020
Department ID: 20130
Reviewer Name: Kathy Striplin
Voucher Number: V0623044
Redaction Type: None
Document Type: AP Invoice

Document Below

From: zerrudom@cod.edu

Sent: Thu May 21 15:38:34 CDT 2020

To: invoicing@cod.edu

CC:

Subject: Attached Document

From: acctpay@cod.edu
Sent: Thu May 21 11:12:23 CDT 2020
To: invoicing@cod.edu
CC:
Subject: FW: 425 Fawell-

-----Original Message----- From: linda@colleyelevator.com [mailto:linda@colleyelevator.com] Sent: Thursday, May 21, 2020 10:40 AM To: Accounts Payable Subject: 425 Fawell- I have not received payment for the attached 3 invoices. I have also attached the contract for the outstanding invoices. Can you please let me know if you need anything else from my company to get these processed. Thank you. -- Linda Fabrizius Colley Elevator 226 William St. Bensenville, IL 60106 630-766-7230 ext. 103

[attachment: COD - Colley Mechanic Assistance Contract.pdf]
[attachment: 195473.pdf]
[attachment: 195262.pdf]
[attachment: 194323.pdf]



Date	3/16/2020	Invoice #	195473
P.O. No.			Service Date
Terms	Due on receipt		3/4/2020

Service Bldg:	Account #	FA0425
<p>425 Fawell Blvd Glen Ellyn, IL SRC Elevators #4</p>		

425 Fawell Blvd
Glen Ellyn, IL
SPC Elevators #4

APPROVED

05/27/20 - BRUCE SCHMIEDL

Item	Qty	Description	Rate	Amount
20-LABOR	16	Rail car for contractors	199.00	3,184.00
<p>INVOICE REVIEWED OKAY TO PAY</p>				<p>\$3,184.00</p>

KATHY STRIPLIN 05/27/20



Subscribe to our newly released digital newsletter for all the latest elevator-related information and pertinent code updates. To sign up, go to www.colleyelevator.com/mail-subscription or scan the QR code.

REMITTANCE

Account #	FA0425
Invoice #	195473

**VISA/MASTERCARD
ACCEPTED UP TO
\$2,000.00**

Total	\$3,184.00
Payments/Credits	\$0.00
Balance Due	\$3,184.00
AMT ENCLOSED	

COLLEGE OF DUPAGE
SMALL PROJECTS AGREEMENT FOR ELEVATOR SERVICE CONTROLLED ACCESS
BETWEEN COMMUNITY COLLEGE DISTRICT 502 AND CONTRACTOR

THIS AGREEMENT ("Agreement") is made as of January 22, 2020 by and among Community College District 502 (COLLEGE OF DuPAGE), ("COD") and Colley Elevator Co ("Contractor").

COD and Contractor desire to enter into this Agreement, pursuant to which Contractor shall perform certain work in connection with the Project, as hereinafter provided. In consideration of the performance of work by Contractor and the payment for such work by COD, the parties agree as follows:

1. **Scope of Project.** Contractor shall perform work for COD in connection with the Project, including specifically, the matters set forth on Exhibit 1. Contractor shall perform all work with the highest standards of workmanship and materials. Contractor shall maintain a sufficient staff to perform all work in the most expeditious manner consistent with the interests of COD. Contractor shall promptly notify COD immediately in writing: (i) of any information required from COD so Contractor can complete its work in a timely manner; and (ii) of any work requested by COD that is not included in the scope of work provided in Exhibit 1.

The Contractor understands that COD may engage other Contractors or COD personnel to work in areas near the Contractor's work. Contractor shall cooperate with such others so that work is not disrupted or delayed.

The Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the safe work of its employees and its subcontractor's employees.

The work shall be completed in 45 calendar days. Time is of the essence under this Agreement.

2. **Payment to Contractor.** COD shall pay Contractor for Contractor's work properly performed under this Agreement. Contractor's work shall be billed as set forth in Exhibit 2 and in no event shall the total amount due to Contractor under this Agreement exceed the total contract sum following, without COD's prior written approval:

Total Contract Sum: Not To Exceed \$ 5,768.00 (Five thousand seven hundred sixty eight and zero/100 dollars)

3. **Defective Work and Guarantee.** Contractor shall promptly correct any defective work. Payment by COD for any work otherwise determined to be defective shall not relieve Contractor of its obligation to correct. Contractor shall warrant and guarantee all work to be free from defect for one year following substantial completion of the work.

4. **Indemnification and Insurance.** Contractor hereby agrees to indemnify and hold COD, its trustees, officers, agents, employees and any other parties designated by COD (COD, its trustees, officers, agents, employees any other parties designated by COD hereinafter collectively called the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the acts, omissions, or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall procure, at no expense to COD, the insurance coverages set forth in Exhibit 3. Contractor shall adhere to all provisions of Exhibit 3.

5. **Performance and Payment Bond.** For every Small Project greater than Five Thousand Dollars (\$5,000), Contractor shall procure a performance and payment bond with a surety with a Best Rating of A, VI. Prior to commencement of any work on the Project, Contractor shall submit insurance and bonds. Any provisions contained within the bonds abrogating COD's rights or remedies, otherwise available in contract or law, are void.

6. **Termination.** COD may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. In the event this Agreement is terminated for convenience, Contractor shall be compensated for work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of COD.

COD shall have no liability to Contractor beyond the date of termination. In no event shall contractor be compensated for anticipated profit or lost opportunity.

7. **Liens.** Upon COD's request, contractor shall submit mechanics' lien waivers in form acceptable to COD with each statement for work rendered or request for payment. Should liens be placed on the project by any subcontractor, contractor shall indemnify COD for all costs, expenses and attorneys fees incurred in the defense of such lien.

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10. **Successors and Assigns.** Contractor shall not assign any rights under or interest in this Agreement without the prior written consent of the COD. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. **Controlling Law.** This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

12. **Entire Agreement; Conflict.** This Agreement incorporates COD's bid instruction and request documents and Contractor's bid. This Agreement represents the entire agreement between Contractor and COD and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by COD and Contractor. In the event of a conflict between this Agreement and a proposal from Contractor or any exhibits hereto, this Agreement shall control, followed by COD's bid instruction and request documents, and finally, by Contractor's bid.

13. **Prevailing Wage Act.** To the extent required by law, contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating The Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.*

14. **Human Rights Act.** To the extent required by law, contractor shall abide by the Illinois Human Right Act, 775 ILCS 10/0.01 *et seq.*

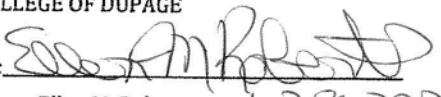
15. **Drug Free Workplace.** To the extent required by law, contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*

16. **Sexual Harassment Policy.** Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A)(4).

This Agreement has been executed the day and year provided above.

COLLEGE OF DUPAGE

Contractor: Colley Elevator Co.

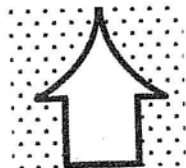
By: 
Name: Ellen M. Roberts

By: 

Name: Craig Zanclock

Title: Interim Vice President, Administrative Affairs

Title: B-S Manager



Small Project Agreement

Page 2

HERE
SIGN

EXHIBIT 1

SCOPE OF WORK

Provide a licensed elevator mechanic for the purpose of providing controlled access to the top of the car of SRC Elevator #4 in order for others to perform structural repairs to the hoistway. The work to be performed is at a not to exceed cost of \$5,768.00 (28 hours @ \$206.00/hr) per the attached Colley elevator Co. quote dated January 15, 2020.

5,768

EXHIBIT 1



226 William Street
Bensenville, Illinois 60106

Phone: 630.766.7230

Fax: 630.766.7568

Web: www.colleyelevator.com

Email: Alex@colleyelevator.com

January 15th, 2020

College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137

Re: Time & Material (Hoistway Access) – College of DuPage – SRC #4

We propose to furnish labor and materials necessary to do the following:

1. Allow access to hoistway for non-elevator trade work

Known Expenses

N/A

Labor Expense

Service Crew	\$331.00 per hour [N/A]
Delivery	\$136.00 per hour [N/A]
Mechanic	\$206.00 per hour [Unknown hours, estimated]
Apprentice	\$155.00 per hour [N/A]
Shop Time	\$136.00 per hour [N/A]

Schedule of work: Upon Approval

PRICE - All of the above for the sum of [see above]
This quote is valid for 90 days

Terms of Payment: Nothing due at acceptance, balance due upon invoice

The Terms and Conditions are printed on the back hereof form a part of this agreement.

ACCEPTANCE

The foregoing proposal is hereby accepted at the price and upon the terms and conditions named therein.

Dated _____

Title _____

Respectfully submitted,
COLLEY ELEVATOR

Alex Macias

A STANDARD OF EXCELLENCE SINCE 1908

Terms and Conditions

All work will be done in strict accordance with any State and local codes

All work will be done by properly affiliated and fully insured mechanics

Guarantee – materials and workman ship furnished under this agreement shall be first class and free of electrical or mechanical defects and guaranteed against failure for **N/A** dating from time of installation, ordinary wear and tear being excepted.

It is understood in consideration of our performance of the service enumerated herein, at the price stated, that nothing in this agreement shall be construed to mean that Colley Elevator Company assumes any liability on account of accident or injury to any person or persons, except where accidents or injuries occur, solely and independently of all other causes, as a direct and proximate result of negligent acts or omissions of Colley Elevator, its agents or employees. It is further understood and agreed that, except as aforesaid, in case of accident or injury to person or property, while riding in or being carried in or about said elevators, irrespective of where such accidents result from the use of, operation, maintenance or condition of the elevators, hatchways, or appurtenances, you shall appear, defend and indemnify holding Colley Elevator Company, its agents or employees, harmless from any and all claims, demands, suits or actions for property damage or bodily injuries which may be asserted or brought against Colley Elevator Company. No work, service or liability on the part of Colley Elevator Company other than that specifically mentioned herein is included or intended. This contract shall constitute the entire agreement for the service or installation described, and all proper representations where written or verbal, not incorporated herein, are superseded.

Colley Elevator Company shall not be liable for loss or damage resulting from strikes lockouts, fires, storms or other similar or dissimilar causes beyond its control and this agreement is subject to any delays caused directly or indirectly by such causes.

The Colley Elevator Company shall not be liable for the condition of any parts not furnished under this agreement.

Should damage occur to our material or work on the premises by fire, theft, or otherwise, if not our fault, the purchaser is to compensate us therefore.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days per union declaration. If overtime work is mutually agreed upon and performed, the additional price, at our usual rates for such work, shall be added to the contract price herein named. It is also agreed that we are to have uninterrupted use of the elevator while this work is going on.

Superseded material is to be removed from the building by us and is to become our property, due allowance therefore having been made in the price quoted.

This proposal is submitted for prompt acceptance [i.e. within 90 days] and prices are subject to change without notice.

If any payment is delayed, 18 percent shall be allowed on the same from date due. We reserve the right to discontinue our work until such payment shall have been made as agreed.

The machinery, implements and apparatus furnished hereunder remain personal property and we retain title thereto until final payment is made, with right to retake possession of the same at the cost of the purchase if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

EXHIBIT 2

Contractor shall submit monthly statements for work rendered. The statements will be based upon Contractor's work completed at the time of billing on the basis of actual work performed. COD shall make payments to Contractor sixty (60) days after receipt of Contractor's statements properly submitted. Monthly statements shall detail Amount Currently Due, Previous Amount Billed, and Balance of Contract Outstanding. In the event of termination for convenience by COD as herein provided, Contractor shall be paid for work properly rendered prior to termination, or as otherwise provided herein.

Requests for Payment shall be submitted no more than once per month in a format acceptable to COD.

Any terms or payment provisions, such as penalties or interest, contained on Contractor's invoices shall be of no effect.

COD may withhold payment from monies otherwise due to the Contractor to compensate the COD for the cost of repairing defective work or completing incomplete work in case of Contractor default.

If COD selects agreed unit rates as the method of payment for base scope work or change order work, the agreed unit rates are as set forth below:

UNIT RATE SCHEDULE

Description	Unit	Rate (\$)

Contractor shall be allowed 10% mark-up on change order work when time and material reimbursable method of pricing is selected.

EXHIBIT 3

CONTRACTOR' S LIABILITY INSURANCE

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish the College of DuPage with a Certificate of Insurance, with Community College District 502, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Workers' compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

Combined Single Limit Per Occurrence/Aggregate

Commercial General Liability including:

- | | |
|---|---------------------------|
| 1. Premises – Operations | \$1,000,000 / \$2,000,000 |
| 2. Explosion, Underground and Collapse Hazard | |
| 3. Products/Completed Operations | |
| 4. Contractual Insurance | |
| 5. Broad Form Property Damage | |
| 6. Independent Contractors | |
| 7. Bodily Injury | |

Automobile Liability

Owned, Non-owned, or Rented	\$1,000,000 / \$2,000,000
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Workers' Compensation and Employers' Liability	As Required by Applicable Laws.
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Professional Liability	If Performance Specifications are Required by the Contract
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Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1189454
Vendor Name: Colley Elevator Co
Invoice Number: 195262
Invoice Date: 02/28/20
PO Number: B0369758
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Check Amount: \$ 5,174.00
Check Date: 06/03/2020
Department ID: 20130
Reviewer Name: Kathy Striplin
Voucher Number: V0623045
Redaction Type: None
Document Type: AP Invoice

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[attachment: COD - Colley Mechanic Assistance Contract.pdf]
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[attachment: 195262.pdf]
[attachment: 194323.pdf]



Invoice

226 William Street
Bensenville, IL 60106
630-766-7230

Date	2/28/2020	Invoice #	195262
P.O. No.		Service Date	
Terms	Due on receipt		2/18/2020

Bill To
College of Dupage Accounts Payable 425 Fawell Blvd. Glen Ellyn IL 60127

Service Bldg:	Account #	FA0425
425 Fawell Blvd Glen Ellyn, IL SRC Elevators #4		

APPROVED
05/27/20 - BRUCE SCHMIEDL

Item	Qty	Description	Rate	Amount
20-LABOR	8	Run car for hoistway repair	199.00	1,592.00
INVOICE REVIEWED OKAY TO PAY				\$1,592.00
E-mail		linda@colleyelevator.com		



Subscribe to our newly released digital newsletter to all the latest elevator related information and pertinent code updates. To sign up, go to www.colleyelevator.com/mail-subscription or scan the QR code.

KATHY STRIPLIN 05/27/20

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

Colley Elevator Company
226 William St.
Bensenville, IL 60106

REMITTANCE

Account #	FA0425
Invoice #	195262

CREDIT CARD _____
EXPIRATION _____ CODE _____
SIGNATURE _____

VISA/MASTERCARD
ACCEPTED UP TO
\$2,000.00

Total \$1,592.00
Payments/Credits \$0.00
Balance Due \$1,592.00
AMT ENCLOSED

COLLEGE OF DUPAGE
SMALL PROJECTS AGREEMENT FOR ELEVATOR SERVICE CONTROLLED ACCESS
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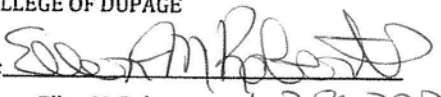
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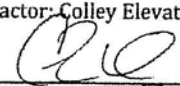
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This Agreement has been executed the day and year provided above.

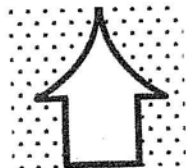
COLLEGE OF DUPAGE

Contractor: Colley Elevator Co.

By: 
Name: Ellen M. Roberts

By: 
Name: Craig Zanclock
Title: B-S Manager

Title: Interim Vice President, Administrative Affairs



Small Project Agreement

Page 2

HERE
SIGN

EXHIBIT 1

SCOPE OF WORK

Provide a licensed elevator mechanic for the purpose of providing controlled access to the top of the car of SRC Elevator #4 in order for others to perform structural repairs to the hoistway. The work to be performed is at a not to exceed cost of \$5,768.00 (28 hours @ \$206.00/hr) per the attached Colley elevator Co. quote dated January 15, 2020.

5,768

EXHIBIT 1



226 William Street
Bensenville, Illinois 60106

Phone: 630.766.7230

Fax: 630.766.7568

Web: www.colleyelevator.com

Email: Alex@colleyelevator.com

January 15th, 2020

College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137

Re: Time & Material (Hoistway Access) – College of DuPage – SRC #4

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Known Expenses

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Labor Expense

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Delivery	\$136.00 per hour [N/A]
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This quote is valid for 90 days

Terms of Payment: Nothing due at acceptance, balance due upon invoice

The Terms and Conditions are printed on the back hereof form a part of this agreement.

ACCEPTANCE

The foregoing proposal is hereby accepted at the price and upon the terms and conditions named therein.

Dated _____

Title _____

Respectfully submitted,
COLLEY ELEVATOR

Alex Macias

A STANDARD OF EXCELLENCE SINCE 1908

Terms and Conditions

All work will be done in strict accordance with any State and local codes

All work will be done by properly affiliated and fully insured mechanics

Guarantee – materials and workman ship furnished under this agreement shall be first class and free of electrical or mechanical defects and guaranteed against failure for **N/A** dating from time of installation, ordinary wear and tear being excepted.

It is understood in consideration of our performance of the service enumerated herein, at the price stated, that nothing in this agreement shall be construed to mean that Colley Elevator Company assumes any liability on account of accident or injury to any person or persons, except where accidents or injuries occur, solely and independently of all other causes, as a direct and proximate result of negligent acts or omissions of Colley Elevator, its agents or employees. It is further understood and agreed that, except as aforesaid, in case of accident or injury to person or property, while riding in or being carried in or about said elevators, irrespective of where such accidents result from the use of, operation, maintenance or condition of the elevators, hatchways, or appurtenances, you shall appear, defend and indemnify holding Colley Elevator Company, its agents or employees, harmless from any and all claims, demands, suits or actions for property damage or bodily injuries which may be asserted or brought against Colley Elevator Company. No work, service or liability on the part of Colley Elevator Company other than that specifically mentioned herein is included or intended. This contract shall constitute the entire agreement for the service or installation described, and all proper representations where written or verbal, not incorporated herein, are superseded.

Colley Elevator Company shall not be liable for loss or damage resulting from strikes lockouts, fires, storms or other similar or dissimilar causes beyond its control and this agreement is subject to any delays caused directly or indirectly by such causes.

The Colley Elevator Company shall not be liable for the condition of any parts not furnished under this agreement.

Should damage occur to our material or work on the premises by fire, theft, or otherwise, if not our fault, the purchaser is to compensate us therefore.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days per union declaration. If overtime work is mutually agreed upon and performed, the additional price, at our usual rates for such work, shall be added to the contract price herein named. It is also agreed that we are to have uninterrupted use of the elevator while this work is going on.

Superseded material is to be removed from the building by us and is to become our property, due allowance therefore having been made in the price quoted.

This proposal is submitted for prompt acceptance [i.e. within 90 days] and prices are subject to change without notice.

If any payment is delayed, 18 percent shall be allowed on the same from date due. We reserve the right to discontinue our work until such payment shall have been made as agreed.

The machinery, implements and apparatus furnished hereunder remain personal property and we retain title thereto until final payment is made, with right to retake possession of the same at the cost of the purchase if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

EXHIBIT 2

Contractor shall submit monthly statements for work rendered. The statements will be based upon Contractor's work completed at the time of billing on the basis of actual work performed. COD shall make payments to Contractor sixty (60) days after receipt of Contractor's statements properly submitted. Monthly statements shall detail Amount Currently Due, Previous Amount Billed, and Balance of Contract Outstanding. In the event of termination for convenience by COD as herein provided, Contractor shall be paid for work properly rendered prior to termination, or as otherwise provided herein.

Requests for Payment shall be submitted no more than once per month in a format acceptable to COD.

Any terms or payment provisions, such as penalties or interest, contained on Contractor's invoices shall be of no effect.

COD may withhold payment from monies otherwise due to the Contractor to compensate the COD for the cost of repairing defective work or completing incomplete work in case of Contractor default.

If COD selects agreed unit rates as the method of payment for base scope work or change order work, the agreed unit rates are as set forth below:

UNIT RATE SCHEDULE

Description	Unit	Rate (\$)

Contractor shall be allowed 10% mark-up on change order work when time and material reimbursable method of pricing is selected.

EXHIBIT 3

CONTRACTOR' S LIABILITY INSURANCE

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish the College of DuPage with a Certificate of Insurance, with Community College District 502, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Workers' compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

Combined Single Limit Per Occurrence/Aggregate

Commercial General Liability including:

- | | |
|---|---------------------------|
| 1. Premises – Operations | \$1,000,000 / \$2,000,000 |
| 2. Explosion, Underground and Collapse Hazard | |
| 3. Products/Completed Operations | |
| 4. Contractual Insurance | |
| 5. Broad Form Property Damage | |
| 6. Independent Contractors | |
| 7. Bodily Injury | |

Automobile Liability

Owned, Non-owned, or Rented	\$1,000,000 / \$2,000,000
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Workers' Compensation and Employers' Liability	As Required by Applicable Laws.
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Professional Liability	If Performance Specifications are Required by the Contract
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Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1189454
Vendor Name: Colley Elevator Co
Invoice Number: 194323
Invoice Date: 01/31/20
PO Number: B0369758
Check Number: E0080262
Check Amount: \$ 5,174.00
Check Date: 06/03/2020
Department ID: 20130
Reviewer Name: Kathy Striplin
Voucher Number: V0623046
Redaction Type: None
Document Type: AP Invoice

Document Below

From: acctpay@cod.edu
Sent: Thu May 21 11:12:23 CDT 2020
To: invoicing@cod.edu
CC:
Subject: FW: 425 Fawell-

-----Original Message----- From: linda@colleyelevator.com [mailto:linda@colleyelevator.com] Sent: Thursday, May 21, 2020 10:40 AM To: Accounts Payable Subject: 425 Fawell- I have not received payment for the attached 3 invoices. I have also attached the contract for the outstanding invoices. Can you please let me know if you need anything else from my company to get these processed. Thank you. -- Linda Fabrizius Colley Elevator 226 William St. Bensenville, IL 60106 630-766-7230 ext. 103

[attachment: COD - Colley Mechanic Assistance Contract.pdf]
[attachment: 195473.pdf]
[attachment: 195262.pdf]
[attachment: 194323.pdf]



226 William Street
Bensenville, IL 60106
630-766-7230

Invoice

Date	1/31/2020	Invoice #	194323
P.O. No.		Service Date	
Terms	Due on receipt	1/29/2020	

Bill To
College of Dupage Accounts Payable 425 Fawell Blvd. Glen Ellyn IL 60137

Service Bldg:	Account #	FA0425
425 Fawell Blvd Glen Ellyn, IL SRC Elevators #4		

Item	Qty	Description	Rate	Amount
20-LABOR	2	Gave hoistway access for contractor's walk-thru	199.00	398.00
INVOICE REVIEWED OKAY TO PAY				\$398.00

KATHY STRIPLIN 05/27/20

Subscribe to our new e-newsletter to receive all the latest elevator-related information and pertinent code updates. To sign up, go to www.colleyelevator.com/mail-subscription or scan the QR code.

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

Colley Elevator Company
226 William St.
Bensenville, IL 60106

REMITTANCE

Account #	FA0425
Invoice #	194323

CREDIT CARD _____
EXPIRATION _____ CODE _____
SIGNATURE _____

VISA/MASTERCARD
ACCEPTED UP TO
\$2,000.00

Total \$398.00
Payments/Credits \$0.00
Balance Due \$398.00
AMT ENCLOSED

COLLEGE OF DUPAGE
SMALL PROJECTS AGREEMENT FOR ELEVATOR SERVICE CONTROLLED ACCESS
BETWEEN COMMUNITY COLLEGE DISTRICT 502 AND CONTRACTOR

THIS AGREEMENT ("Agreement") is made as of January 22, 2020 by and among Community College District 502 (COLLEGE OF DuPAGE), ("COD") and Colley Elevator Co ("Contractor").

COD and Contractor desire to enter into this Agreement, pursuant to which Contractor shall perform certain work in connection with the Project, as hereinafter provided. In consideration of the performance of work by Contractor and the payment for such work by COD, the parties agree as follows:

1. **Scope of Project.** Contractor shall perform work for COD in connection with the Project, including specifically, the matters set forth on Exhibit 1. Contractor shall perform all work with the highest standards of workmanship and materials. Contractor shall maintain a sufficient staff to perform all work in the most expeditious manner consistent with the interests of COD. Contractor shall promptly notify COD immediately in writing: (i) of any information required from COD so Contractor can complete its work in a timely manner; and (ii) of any work requested by COD that is not included in the scope of work provided in Exhibit 1.

The Contractor understands that COD may engage other Contractors or COD personnel to work in areas near the Contractor's work. Contractor shall cooperate with such others so that work is not disrupted or delayed.

The Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the safe work of its employees and its subcontractor's employees.

The work shall be completed in 45 calendar days. Time is of the essence under this Agreement.

2. **Payment to Contractor.** COD shall pay Contractor for Contractor's work properly performed under this Agreement. Contractor's work shall be billed as set forth in Exhibit 2 and in no event shall the total amount due to Contractor under this Agreement exceed the total contract sum following, without COD's prior written approval:

Total Contract Sum: Not To Exceed \$ 5,768.00 (Five thousand seven hundred sixty eight and zero/100 dollars)

3. **Defective Work and Guarantee.** Contractor shall promptly correct any defective work. Payment by COD for any work otherwise determined to be defective shall not relieve Contractor of its obligation to correct. Contractor shall warrant and guarantee all work to be free from defect for one year following substantial completion of the work.

4. **Indemnification and Insurance.** Contractor hereby agrees to indemnify and hold COD, its trustees, officers, agents, employees and any other parties designated by COD (COD, its trustees, officers, agents, employees any other parties designated by COD hereinafter collectively called the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the acts, omissions, or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall procure, at no expense to COD, the insurance coverages set forth in Exhibit 3. Contractor shall adhere to all provisions of Exhibit 3.

5. **Performance and Payment Bond.** For every Small Project greater than Five Thousand Dollars (\$5,000), Contractor shall procure a performance and payment bond with a surety with a Best Rating of A, VI. Prior to commencement of any work on the Project, Contractor shall submit insurance and bonds. Any provisions contained within the bonds abrogating COD's rights or remedies, otherwise available in contract or law, are void.

6. **Termination.** COD may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. In the event this Agreement is terminated for convenience, Contractor shall be compensated for work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of COD.

COD shall have no liability to Contractor beyond the date of termination. In no event shall contractor be compensated for anticipated profit or lost opportunity.

7. **Liens.** Upon COD's request, contractor shall submit mechanics' lien waivers in form acceptable to COD with each statement for work rendered or request for payment. Should liens be placed on the project by any subcontractor, contractor shall indemnify COD for all costs, expenses and attorneys fees incurred in the defense of such lien.

8. **Materials.** All materials incorporated into the work shall be new and of high quality. Contractor shall adhere to all manufacturer's recommendations. If requested by COD or otherwise set out in the contract documents, Contractor shall, before purchase of such material, submit to COD for COD's review, and in a format acceptable to COD, all product data and literature. All manufacturer's warranties shall be forwarded to COD prior to substantial completion of the work.

9. **Changes in Scope of Work.** COD may, without invalidating this Agreement, request changes in the scope of the work, whether taking the form of additions, deletions, or other revisions. No such work shall be performed unless and until such change is agreed in writing by COD and Contractor. If the change in work will result in a change in contract price, the change in price shall be calculated by 1) lump sum, 2) agreed unit rates, or 3) time and material reimbursable plus mark-up. COD shall solely select the method of pricing.

10. **Successors and Assigns.** Contractor shall not assign any rights under or interest in this Agreement without the prior written consent of the COD. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. **Controlling Law.** This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

12. **Entire Agreement; Conflict.** This Agreement incorporates COD's bid instruction and request documents and Contractor's bid. This Agreement represents the entire agreement between Contractor and COD and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by COD and Contractor. In the event of a conflict between this Agreement and a proposal from Contractor or any exhibits hereto, this Agreement shall control, followed by COD's bid instruction and request documents, and finally, by Contractor's bid.

13. **Prevailing Wage Act.** To the extent required by law, contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating The Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.*

14. **Human Rights Act.** To the extent required by law, contractor shall abide by the Illinois Human Right Act, 775 ILCS 10/0.01 *et seq.*

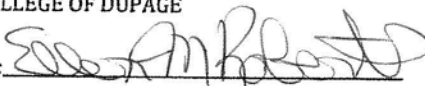
15. **Drug Free Workplace.** To the extent required by law, contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*

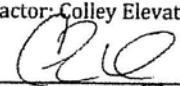
16. **Sexual Harassment Policy.** Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A)(4).

This Agreement has been executed the day and year provided above.

COLLEGE OF DUPAGE

Contractor: Colley Elevator Co.

By: 
Name: Ellen M. Roberts 1-28-2020
Title: Interim Vice President, Administrative Affairs

By: 
Name: Craig Zanclock
Title: B-S Manager

Small Project Agreement

Page 2

HERE
SIGN

EXHIBIT 1

SCOPE OF WORK

Provide a licensed elevator mechanic for the purpose of providing controlled access to the top of the car of SRC Elevator #4 in order for others to perform structural repairs to the hoistway. The work to be performed is at a not to exceed cost of \$5,768.00 (28 hours @ \$206.00/hr) per the attached Colley elevator Co. quote dated January 15, 2020.

5,768

EXHIBIT 1



226 William Street
Bensenville, Illinois 60106

Phone: 630.766.7230

Fax: 630.766.7568

Web: www.colleyelevator.com

Email: Alex@colleyelevator.com

January 15th, 2020

College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137

Re: Time & Material (Hoistway Access) – College of DuPage – SRC #4

We propose to furnish labor and materials necessary to do the following:

1. Allow access to hoistway for non-elevator trade work

Known Expenses

N/A

Labor Expense

Service Crew	\$331.00 per hour [N/A]
Delivery	\$136.00 per hour [N/A]
Mechanic	\$206.00 per hour [Unknown hours, estimated]
Apprentice	\$155.00 per hour [N/A]
Shop Time	\$136.00 per hour [N/A]

Schedule of work: Upon Approval

PRICE - All of the above for the sum of [see above]
This quote is valid for 90 days

Terms of Payment: Nothing due at acceptance, balance due upon invoice

The Terms and Conditions are printed on the back hereof form a part of this agreement.

ACCEPTANCE

The foregoing proposal is hereby accepted at the
price and upon the terms and conditions named therein.

Dated _____

Title _____

Respectfully submitted,
COLLEY ELEVATOR

Alex Macias

A STANDARD OF EXCELLENCE SINCE 1908

Terms and Conditions

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Owned, Non-owned, or Rented	\$1,000,000 / \$2,000,000
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Workers' Compensation and Employers' Liability	As Required by Applicable Laws.
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Professional Liability	If Performance Specifications are Required by the Contract
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