

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **F.H. Paschen, S.N. Nielsen & Associates LLC** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **One Hundred Fifty Nine Thousand Four Hundred Sixty Seven and 36/100 Dollars (\$159,467.36)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:

6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.
8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or

services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)

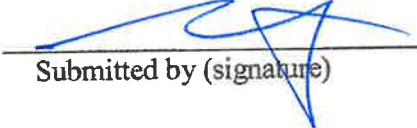

Submitted by (signature)

VP
Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)


Submitted by (signature)

VP
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)

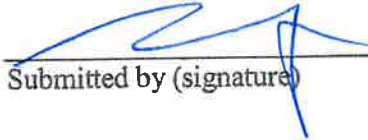

Submitted by (signature)

VP
Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)


Submitted by (signature)

VP
Title

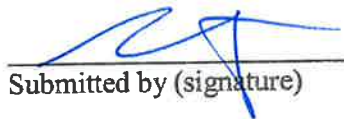
Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)


Submitted by (signature)

VP
Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)

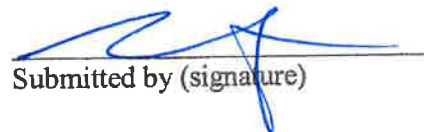

Submitted by (signature)

VP
Title

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance


The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2009-O-002.

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)


Submitted by (signature)


VP
Title

F.H. Paschen, S.N. Nielsen & Associates LLC

BY: 
Printed Name: Anthony Tzzi
Title: Vice President

11/22/17
Date

VILLAGE OF TINLEY PARK

BY: 
Jacob C. Vandenberg, Village President
(required if Contract is \$10,000 or more)


10-17-17
Date

ATTEST:

Village Clerk
(required if Contract is \$10,000 or more)

10-17-17
Date

VILLAGE OF TINLEY PARK

BY: 
Village Manager

10-17-17
Date

SCOPE OF SERVICES

Attached Scope of work for Security Cameras in area of 183rd St. & Harlem Ave. as detailed in:

- **Job Order Number #053346.00 Titled: Village of Tinley Park – Camera project at 183rd & Harlem and subsequently 191st**



**Job Order Contract
Detailed Scope of Work**

Job Order Number: 053346 00 **Date:** October 31, 2017
Job Order Name: Village of Tinley Park - camera project at 183rd & Harlem and subsequently 191st
Contractor Name: F. H. Paschen, S. N. Nielsen & Associates LLC
Location: 488 - 183rd & Harlem Avenue Tinley Park, IL 60477
183rd & Harlem Avenue
Tinley Park, IL 60477

Detailed Scope of Work

Preliminary Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this Detailed Scope of Work.

Brief Scope of Work:

Completion and installation of the camera project at 183rd & Harlem and subsequently 191st

Detailed Scope of Work:

Tinley Park LPR Camera Installation at 183rd St and Harlem

Phase 1 – Proof of Concept

- Supply and install (1) camera and radio onto existing light pole facing South on 183rd St.
- Supply and install camera software onto Tinley Park Police server. Tinley Park server and hardware supplied by owner.

Phase 2 – Full Installation After Successful Proof of Concept Phase

- Supply and install (6) Mesh Radios, (2) back haul radios, and (1) base station radio
- Supply and install (4) Axis LPR cameras
- Supply and install (2) Axis overview cameras
- Supply and install (5) 240V power supply battery charging systems
- Supply and install (4) Platesmart LPR software
- Supply (4) Milestone VMS Licenses
- Provide tower climber to install radio antenna on nearby water tower
- Provide project engineering, IT configuration, testing, commissioning, and owner training

All server hardware to be supplied by the Village of Tinley Park

Job Order Contract

Proposal Review Summary - CSI

Date: October 31, 2017
Work Order #: 053346.00
Title: Village of Tinley Park - camera project at 183rd & Harlem and subsequently 191st
Contractor: 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$159,467.36
Proposal Name: Village of Tinley Park - camera project at 183rd & Harlem and subsequently 191st
Proposal Submitted: 10/23/2017

01 - General Requirements:	\$7,442.96
23 - Heating, Ventilating, And Air-Conditioning (HVAC):	\$10,900.66
26 - Electrical:	\$43,357.17
28 - Electronic Safety And Security:	\$97,766.57
Proposal Total	\$159,467.36

This proposal total represents the correct total for the proposal. Any discrepancy between line totals sub-totals and the proposal total is due to rounding of the line totals and sub-totals

The Percent of NPP on this Proposal: 0.00%

**Job Order Contract
Proposal Review Detail - CSI**

Date: October 31, 2017
Work Order #: 053346.00
Title: Village of Tinley Park - camera project at 183rd & Harlem and subsequently 191st
Contractor: 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$159,467.36
Proposal Name: Village of Tinley Park - camera project at 183rd & Harlem and subsequently 191st
Proposal Submitted: 10/23/2017

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
01 - General Requirements							
1	01 22 23 00-0011		DAY	80' Engine Powered, Telescoping Boom Manlift	\$6,515.38		
				Quantity	Unit Price	Factor	Total
			Installation	6.00 x	942.70 x	1 1519 =	\$6,515.38
Contractors Note: Boom lift on site for (1) day during proof of concept installation, and for (5) days during final installation.							
2	01 71 13 00-0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Note For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with > 40' boom lengths, etc.	\$927.58		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	402.63 x	1.1519 =	\$927.58
Contractors Note: Initial mobilization for POC and mobilization for full installation.							
Subtotal for 01 - General Requirements:					\$7,442.96		
23 - Heating, Ventilating, And Air-Conditioning (HVAC)							
3	23 09 23 00-0005		HR	EMCS System Engineering, Schematic Design And Layout	\$7,408.28		
				Quantity	Unit Price	Factor	Total
			Installation	32.00 x	200.98 x	1.1519 =	\$7,408.28
Contractors Note: System and program engineering by Pace Systems							
4	23 09 23 00-0008		HR	EMCS System Controls Training	\$1,746.19		
				Quantity	Unit Price	Factor	Total
			Installation	8.00 x	189.49 x	1.1519 =	\$1,746.19
Contractors Note: Owner training of new camera system.							
5	23 09 23 00-0009		HR	EMCS On-Site System Diagnostics Field Technician	\$1,746.19		
				Quantity	Unit Price	Factor	Total
			Installation	8.00 x	189.49 x	1.1519 =	\$1,746.19
Contractors Note: Tower Climber specialist on site to install radio antenna on nearby water tower							
Subtotal for 23 - Heating, Ventilating, And Air-Conditionir					\$10,900.66		
26 - Electrical							
6	26 35 46 00-0003		EA	100 Amp Radio Frequency Filter	\$43,357.17		
				Quantity	Unit Price	Factor	Total
			Installation	5.00 x	7,527.94 x	1.1519 =	\$43,357.17
Contractors Note: (5) 240V Power Supplies and charging systems.							
Subtotal for 26 - Electrical:					\$43,357.17		
28 - Electronic Safety And Security							

Proposal Review Detail - CSI Continued..

Date: October 31, 2017
 Work Order #: 053346.00
 Title: Village of Tinley Park - camera project at 183rd & Harlem and subsequently 191st

Rec#	CSI Number	Mod.	UOM	Description	Line Total	
28 - Electronic Safety And Security						
7	28 23 00 00-0003	EA		Factory Project Management Program For 1 To 20 Camera System Vicon CCTV Installation Support Note Includes two site visits by a Vicon technical representative. First site visit to generate punch list and 2nd site visit for final inspection and training.	\$3,505.46	
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	3,043.20 x	1.1519 =	\$3,505.46
Contractors Note: Camera system project management						
8	28 23 00 00-0101	EA		ViconNet Multi-Pack, 10 User License Pack Of VN1000V3 NVR Note Vicon model VN1000V3-10.	\$33,938.48	
			Quantity	Unit Price	Factor	Total
		Installation	4.00 x	7,365.78 x	1.1519 =	\$33,938.48
Contractors Note: (4) LPR Software Licenses and (4) VMS Licenses including IT configuration, testing, and commissioning.						
9	28 23 00 00-0149	EA		Pressurized Camera Dome, Day/Night, 35X High-Resolution Note: Includes variable-speed drive, 35X high-resolution day/night camera with wide dynamic range and image stabilization, cast aluminum upper housing and clear lower dome. Vicon model SVFT-PRS35.	\$23,916.55	
			Quantity	Unit Price	Factor	Total
		Installation	6.00 x	3,460.45 x	1.1519 =	\$23,916.55
Contractors Note: (2) Axis Overview Cameras and (4) LPR cameras						
10	28 23 00 00-0305	EA		Pole Mount Adapter For 4"-10" Diameter Poles Note: Vicon model V20B-A. Painted Aluminum construction, includes mounting straps	\$1,024.41	
			Quantity	Unit Price	Factor	Total
		Installation	6.00 x	148.22 x	1.1519 =	\$1,024.41
Contractors Note: Pole mounting brackets for (6) cameras						
11	28 23 00 00-1251	EA		Eight-Channel, Multimode, Digitally Encoded Video With Bidirectional Data, Fiber Optics Transmitter (Palco FT85081M)	\$20,942.65	
			Quantity	Unit Price	Factor	Total
		Installation	6.00 x	3,030.16 x	1.1519 =	\$20,942.65
Contractors Note: (6) Mesh Radios						
12	28 23 00 00-1257	EA		Eight-Channel, Single Mode, Digitally Encoded Video With Bidirectional Data, Fiber Optics Receiver (Palco FR85081S)	\$14,439.02	
			Quantity	Unit Price	Factor	Total
		Installation	3.00 x	4,178.32 x	1.1519 =	\$14,439.02
Contractors Note: (2) back haul radios and (1) base station radio						
Subtotal for 28 - Electronic Safety And Security:					\$97,766.57	
Proposal Total					\$159,467.36	

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals

The Percent of NPP on this Proposal: 0.00%

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

AGENCY CUSTOMER ID: 057572

LOC #: Chicago



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED F.H. Paschen S.N. Nielsen & Associates, LLC Altn: Nick Bilski 5515 N. East River Road Chicago, IL 60656	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

First Layer Excess Liability
Insurer: Endurance American Insurance Company
Policy Number: EXC10004227004
Policy Period: 10/01/2017 - 10/01/2018
Each Occurrence: \$25,000,000
Aggregate: \$25,000,000