

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
FEBRUARY 12, 2013 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
2013 Maintenance of Parking Revenue Terminals and Associated WebOffice Monitoring software	✓ Resolution Ordinance Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A resolution has been prepared approving agreements for the maintenance of eight (8) CALE Parking Revenue terminals and WebOffice remote monitoring software for the same eight (8) terminals with Total Parking Solutions, Inc. of Downers Grove, IL in the amount of \$15,360.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 identified *Top Quality Infrastructure*.

FISCAL IMPACT

The FY13 parking fund budget includes \$15,360 for these agreements.

RECOMMENDATION

Approval on the February 12, 2013 consent agenda.

BACKGROUND

This request is for one-year maintenance and software agreements with Total Parking Solutions for the Village's parking revenue terminals. The Village owns eight CALE Parking Revenue terminals, of which four are located at Belmont Road station, and four are located within the parking deck serving the Main Street station. These units were purchased from Total Parking Solutions, which provides maintenance and operating service for the units. The WebOffice portion of the agreements allows Village staff to monitor daily parking transactions at each terminal and obtain revenue data and overall occupancy data. Per the terms of the agreements Total Parking Solutions will provide quarterly preventative maintenance for the machines including parts and labor, complete repairs and programming as needed, and monitor and maintain alarms and financial data for the machines.

ATTACHMENTS

Invoices
 2013 Agreements
 Sole Source Authorization

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS BETWEEN THE VILLAGE OF DOWNERS GROVE AND TOTAL PARKING SOLUTIONS, INC FOR THE SERVICE AND MAINTENANCE OF COMMUTER PARKING TERMINALS

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of certain Agreements (the “Agreements”), between the Village of Downers Grove (the “Customer”) and Total Parking Solutions, Inc. (“Total Parking Solutions”), for the monitoring, service and preventive maintenance of Pay & Display and Pay by Space parking terminals at the Main Street Parking Deck and Belmont Road Metra Station, as set forth in the form of the Agreements submitted to this meeting with the recommendation of the Village Manager, are hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreements, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreements.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:
Attest: _____
Village Clerk

**Comprehensive Service & Maintenance Contract for Parking Terminals
Preventative Maintenance Including Parts & Labor**

Commencement Date: 1-1-13

Customer: Village of Downers Grove

Service Provided By: Total Parking Solutions, Inc.
2721 S. Curtiss Street
Downers Grove, IL 60515

Location: Main Street – Parking Deck

Contract Number: 00059

Principal Objective:

Total Parking Solutions, Inc. is committed to providing the highest quality, professional service and maintenance in a timely manner to allow for minimal inconvenience to our customers.

Contract type:

This contract shall provide for service and maintenance of Pay & Display / Pay by Space terminals at the specified locations and defined as ***Quarterly Preventative Maintenance including Parts and Labor.***

* Damage to terminals caused by vandalism or acts of God or nature are the responsibility of the owner and not covered as part of this contract.

Preventative Maintenance:

Standard preventative maintenance will include internal and external cleaning of all terminals covered by this contract. Inspection of all mechanical operations, calibration and lubrication as required of the terminals to insure optimum operating capability. See attached exhibit A for Preventative Maintenance details.

WebOffice™ and Software:

Total Parking Solutions will provide all terminal software upgrades and WebOffice™ updates as they become available from Cale Support. This includes any customer changes, i.e. rates, space #'s, or informational displays that can be made via remote WebOffice access, providing Total Parking is notified 72 hours prior to date required. Terminal graphics for rate changes are invoiced at \$35 per terminal.

Customer Responsibilities:

Total Parking Solutions, Inc. will provide for training to individuals specified by the customer. This training will allow for the customer to clear note or card jams, replace receipt paper and determine machine faults in reporting service issues to Total Parking Solutions service department. This type of training will be known as "First Line Maintenance".

Service Calls:

Total Parking Solutions, Inc. will operate under a maximum 24 hour response cycle from 7:30 am until 5:00 pm Monday through Friday during which time service calls are covered by TPS at no charge to the customer. After hours and weekend service is available to the customer and will be invoiced as additional to the contract under the following "Emergency Service" and billed as follows...

Friday from 5:00 pm until Saturday 5:00 pm \$168.00 per hour / 2 hour minimum

Saturday from 5:00 pm until Monday at 7:30 am \$224.00 per hour / 2 hour minimum

Holidays \$224 per hour / 2 hour minimum
(Holidays included are New Years Day, Memorial Day, July 4th, Labor Day, Christmas Eve and Christmas)

*Emergency service will be billed as a portal to portal call out.

Service Reporting and Technical Support:

All service calls will be reported to our service department at the office of Total Parking Solutions, Inc. Total Parking Solutions will provide telephone assistance to parking staff at no charge.

Replacement Parts:

Total Parking Solutions will guarantee that all parts provided being either new or exchanged will be original manufacturer parts and no substitutions will be used.


Term of Contract:

The term of this contract shall be for a period of one year unless otherwise specified. Customer may terminate contract with 30 days notice. This contract is binding. However, Total Parking Solutions, Inc. will allow the termination of this contract due to the inability of Total Parking Solutions to provide adequate service as agreed upon. This cancellation will require a written, 30 day notice prior to termination.

Price Deviations:

Total Parking Solutions, Inc. will agree to hold the agreed upon contract price for a period of one year from the date of execution of this agreement. If consumer indexes or manufacturer parts pricing dictate Total Parking Solutions will have subsequent ability to increase contract pricing prior to renewal. Any such increase will be made known to the customer in advance and will be subject to agreement between both parties.

Execution of Agreement by:



President

Title:

For:

Total Parking Solutions, Inc.

And

Execution of Agreement by:

David Fieldman

Title:

Village Manager

For:

Village of Downers Grove

P.O. Number: (if applicable)

Date of Execution:

Term: 1 year term from 1-1-2013 through 12-31-2013

Description of Service: Full parts and labor contract with quarterly preventative maintenance program

Number of Terminals: 4

Annual rate per terminal: \$1,080.00

Total Cost: (less applicable taxes) \$4,320.00

Terminal Locations:

4

Compact XL Pay by Space terminals

Main Street - Parking Deck

**3 terminals in elevator lobby*

**1 terminal in staircase by Ballydoyle*

Exhibit A:

PREVENTATIVE MAINTENANCE INSPECTION DETAIL

Total Parking Solutions will perform the following procedures during all preventive service and maintenance visits:

- Clean and inspect tension and connectivity of all cable connections
- Remove and clean coin validator
- Remove and clean bill acceptor and inspect belts and rollers for wear
- Remove and clean printer moving parts and thermal printing head
- Inspect and clean card reader read heads with alcohol impregnated pads
- Inspect receipt paper sensor and armature, adjust if necessary
- Electronic systems diagnostics check
- Conduct sensitivity check of the coin inlet sensor, adjust if necessary
- Check soundness of door gaskets / Check for any evidence of moisture entering the machine
- Conduct a general housekeeping interior housing of machine
- Clean exterior of cabinet and remove any unauthorized stickers or graffiti
- Test the charging voltage being received at the battery
- Inform customer of parts in need of replacement

Materials Used in Preventative Maintenance:

- Aervoe Tef-Lube (multi-component lubricant w/PTFE)
- Dust Air electronics pressure air spray
- Cash Cleaner bill acceptor cleaning cards
- Thermal Printer Kleen pens (print head cleaner)
- Original Rain-Ex cleans and lubricates coin acceptor chute
- Eco-Line electronic contact cleaner
- Generic spray graffiti cleaner (Home Depot)

WebOffice Monitoring System Contract

Pay By Space Parking Equipment

CLIENT: Village of Downers Grove

Location: Main Street Parking Deck

CONTRACTOR: Total Parking Solutions
2721 Curtiss Street
Downers Grove, IL 60515

Contract No: 061

Date: 1-1-13

1 OBJECTIVE

Total Parking Solutions, Inc. will directly undertake to provide a reliable, system telemetry monitoring program to our customers; thereby ensuring that the customer can monitor all equipment within the limit of this contract remotely.

2 CONTRACT TYPE

The contract shall be for the Web Office monitoring service of Coin Pay & Display / Pay-By-Space machines at the locations specified in Schedule 7 below and defined as:

All maintenance alarms, statistical and financial information, credit card data transfer and remote enforcement.

3 TECHNICAL SUPPORT HELP-DESK

We provide telephone assistance at no extra charge for parking operator's staff to call our help-desk for on-site assistance.

630.241-1984

4 Passwords for Web Office Telemetry Monitoring Service

To be issued when contract is signed.

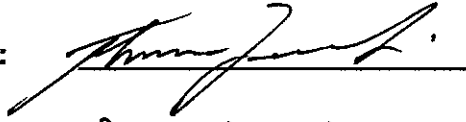
5 PRICE VARIATIONS.

The current prices, for Web Office telemetry monitoring, shall be held firm for a period of 12 months from the date of commencement of contract. Prices after that date may be subject to annual revision and agreement. Total Parking Solutions shall state the index (or indices) to be used in this revision. In the absence of a quoted index being accepted, the U.S. consumer price index shall be used. Total Parking undertakes that there shall be no variations to the prices at any other time during the contract.

6 Right of Termination

Customers reserve the right to terminate this service contract with 30 days written notice anytime. There will be a cancellation fee per machine for the cellular modem service as determined by the wireless carrier.

This Agreement executed by:



Acting in the capacity of:

President

on behalf of:

Total Parking Solutions, Inc.
2721 Curtiss Street
Downers Grove, IL 60515

AND

This Agreement executed by:

David Fieldman

Acting in the capacity of:

Village Manager

on behalf of:

Village of Downers Grove

Dated: This _____ Day of _____ year _____

SCHEDULE OF CHARGES: 1-1-13 through 12-31-13

Web Office TELEMETRY MONITORING

Item	Description	No of Machines	Annual rate per Machine	Total Cost Ex any applicable taxes
1	Web Office Telemetry Monitoring	4	\$840.00	\$3360.00

7 Schedule of Machine Locations

LOCATION	MACHINE TYPE	# of Terminals
Main Street Parking Deck	Compact XL pay by space	4

**Comprehensive Service & Maintenance Contract for Parking Terminals
Preventative Maintenance Including Parts & Labor**

Commencement Date: 1-1-13

Customer: Village of Downers Grove

Service Provided By: Total Parking Solutions, Inc.
2721 S. Curtiss Street
Downers Grove, IL 60515

Location: Belmont Road Metra Station

Contract Number: 00058

Principal Objective:

Total Parking Solutions, Inc. is committed to providing the highest quality, professional service and maintenance in a timely manner to allow for minimal inconvenience to our customers.

Contract type:

This contract shall provide for service and maintenance of Pay & Display / Pay by Space terminals at the specified locations and defined as ***Quarterly Preventative Maintenance including Parts and Labor.***

* Damage to terminals caused by vandalism or acts of God or nature are the responsibility of the owner and not covered as part of this contract.

Preventative Maintenance:

Standard preventative maintenance will include internal and external cleaning of all terminals covered by this contract. Inspection of all mechanical operations, calibration and lubrication as required of the terminals to insure optimum operating capability. See attached exhibit A for Preventative Maintenance details.

WebOffice™ and Software:

Total Parking Solutions will provide all terminal software upgrades and WebOffice™ updates as they become available from Cale Support. This includes any customer changes, i.e. rates, space #'s, or informational displays that can be made via remote WebOffice access, providing Total Parking is notified 72 hours prior to date required. Terminal graphics for rate changes are invoiced at \$35 per terminal.

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Service Calls:

Total Parking Solutions, Inc. will operate under a maximum 24 hour response cycle from 7:30 am until 5:00 pm Monday through Friday during which time service calls are covered by TPS at no charge to the customer. After hours and weekend service is available to the customer and will be invoiced as additional to the contract under the following "Emergency Service" and billed as follows...

Friday from 5:00 pm until Saturday 5:00 pm \$168.00 per hour / 2 hour minimum

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(Holidays included are New Years Day, Memorial Day, July 4th, Labor Day, Christmas Eve and Christmas)

*Emergency service will be billed as a portal to portal call out.

Service Reporting and Technical Support:

All service calls will be reported to our service department at the office of Total Parking Solutions, Inc. Total Parking Solutions will provide telephone assistance to parking staff at no charge.

Replacement Parts:

Total Parking Solutions will guarantee that all parts provided being either new or exchanged will be original manufacturer parts and no substitutions will be used.


Term of Contract:

The term of this contract shall be for a period of one year unless otherwise specified. Customer may terminate contract with 30 days notice. This contract is binding. However, Total Parking Solutions, Inc. will allow the termination of this contract due to the inability of Total Parking Solutions to provide adequate service as agreed upon. This cancellation will require a written, 30 day notice prior to termination.

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President

Title:

For:

Total Parking Solutions, Inc.

And

Execution of Agreement by:

David Fieldman

Title:

Village Manager

For:

Village of Downers Grove

P.O. Number: (if applicable)

Date of Execution:

Term: 1 year term from 1-1-2013 through 12-31-2013

Description of Service: Full parts and labor contract with quarterly preventative maintenance program

Number of Terminals: 4

Annual rate per terminal: \$1,080.00

Total Cost: (less applicable taxes) \$4,320.00

Comprehensive Service & Maintenance Contract for Parking Terminals Preventative Maintenance Including Parts & Labor

Terminal Locations:

4	Compact XL Pay by Space terminals	Belmont Road - Metra Station
	<i>* 3 terminals South of BNSF tracks inside shelter</i>	
	<i>* 1 terminal North of BNSF tracks inside canopy</i>	

Exhibit A:

PREVENTATIVE MAINTENANCE INSPECTION DETAIL

Total Parking Solutions will perform the following procedures during all preventive service and maintenance visits:

- Clean and inspect tension and connectivity of all cable connections
- Remove and clean coin validator
- Remove and clean bill acceptor and inspect belts and rollers for wear
- Remove and clean printer moving parts and thermal printing head
- Inspect and clean card reader read heads with alcohol impregnated pads
- Inspect receipt paper sensor and armature, adjust if necessary
- Electronic systems diagnostics check
- Conduct sensitivity check of the coin inlet sensor, adjust if necessary
- Check soundness of door gaskets / Check for any evidence of moisture entering the machine
- Conduct a general housekeeping interior housing of machine
- Clean exterior of cabinet and remove any unauthorized stickers or graffiti
- Test the charging voltage being received at the battery
- Inform customer of parts in need of replacement

Materials Used in Preventative Maintenance:

- Aervoe Tef-Lube (multi-component lubricant w/PTFE)
- Dust Air electronics pressure air spray
- Cash Cleaner bill acceptor cleaning cards
- Thermal Printer Kleen pens (print head cleaner)
- Original Rain-Ex cleans and lubricates coin acceptor chute
- Eco-Line electronic contact cleaner
- Generic spray graffiti cleaner (Home Depot)

WebOffice Monitoring System Contract

Pay By Space Parking Equipment

CLIENT: Village of Downers Grove

Location: Belmont Street Metra Station

CONTRACTOR: Total Parking Solutions
2721 Curtiss Street
Downers Grove, IL 60515

Contract No: 060

Date: 1-1-13

1 OBJECTIVE

Total Parking Solutions, Inc. will directly undertake to provide a reliable, system telemetry monitoring program to our customers; thereby ensuring that the customer can monitor all equipment within the limit of this contract remotely.

2 CONTRACT TYPE

The contract shall be for the Web Office monitoring service of Coin Pay & Display / Pay-By-Space machines at the locations specified in Schedule 7 below and defined as:

All maintenance alarms, statistical and financial information, credit card data transfer and remote enforcement.

3 TECHNICAL SUPPORT HELP-DESK

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630.241-1984

4 Passwords for Web Office Telemetry Monitoring Service

To be issued when contract is signed.

5 PRICE VARIATIONS.

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6 Right of Termination

Customers reserve the right to terminate this service contract with 30 days written notice anytime. There will be a cancellation fee per machine for the cellular modem service as determined by the wireless carrier.

This Agreement executed by:



Acting in the capacity of:

President

on behalf of:

Total Parking Solutions, Inc.
2721 Curtiss Street
Downers Grove, IL 60515

AND

This Agreement executed by:

David Fieldman

Acting in the capacity of:

Village Manager

on behalf of:

Village of Downers Grove

Dated: This _____ Day of _____ year _____

SCHEDULE OF CHARGES: 1-1-13 through 12-31-13

Web Office TELEMETRY MONITORING

Item	Description	No of Machines	Annual rate per Machine	Total Cost Ex any applicable taxes
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7 Schedule of Machine Locations

LOCATION	MACHINE TYPE	# of Terminals
Belmont Road Metra station	Compact XL pay by space	4

**ADDENDUM A TO COMPREHENSIVE SERVICE AND MAINTENANCE
CONTRACTS FOR PARKING TERMINALS PREVENTATIVE
MAINTENANCE INCLUDING PARTS AND LABOR AND WEBOFFICE
MONITORING SYSTEM CONTRACTS FOR:**

**MAIN STREET – PARKING DECK
BELMONT STREET METRA STATION**

The following additional terms shall apply to contract numbers 00058, 00059, 00060 and 00061 with effective dates of January 1, 2013 between Total Parking Solutions, Inc. (“Contractor”) and the Village of Downers Grove (“Village”):

A. COPYRIGHT/PATENT INFRINGEMENT

The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

B. CAMPAIGN DISCLOSURE

Contractor shall execute the Campaign Disclosure Certificate, attached hereto as Exhibit A.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the agreements, Contractor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

C. SUBLETTING OF CONTRACT

No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

D. BILLING & PAYMENT PROCEDURES

Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village

payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must

be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

E. PATRIOT ACT COMPLIANCE

The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

F. NONDISCRIMINATION

Contractor shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this proposal, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and

#11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

G. SEXUAL HARASSMENT POLICY

The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Contractor's internal complaint process including penalties;
- 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

H. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with

the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

I. DRUG FREE WORK PLACE

Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Contractor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.

Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

J. PREVAILING WAGE ACT

If applicable, Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all maintenance work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. For applicable

rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.

Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.

In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this contract may be predicated upon receipt of said records.

In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.

Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

K. INDEMNITY AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and

expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors, and the Contractor, its employees, or its subcontractors, and the Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its Subcontractors.

CONTRACTOR:

Total Parking Solutions Inc.
Company Name ✓

2721 Curtiss Street
Street Address of Company

Downers Grove IL 60515
City, State, Zip

630-241-1984
Business Phone


630-241-1985
Fax

Date: 1-17-13

tzawacki@totalparking.net
Email Address

Tom Zawacki
Contact Name (Print)

630-241-1984
24-Hour Telephone


Signature of Officer, Partner or
Sole Proprietor

Thomas Zawacki
Print Name & Title Pres.

ATTEST: If a Corporation


Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

EXHIBIT A - CAMPAIGN DISCLOSURE CERTIFICATE

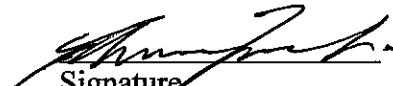
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the agreements, Contractor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

Thomas Sawicki
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name