

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, a Illinois home-rule municipal corporation (the "Village"), and **PSC GROUP, 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 \$45,280.00. Within **seven (7)** 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. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
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 work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.**
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 work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. 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. If 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.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor 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.

Anthony F. Fremarek, son
PSC Group, LLC
Name of Contractor (please print)

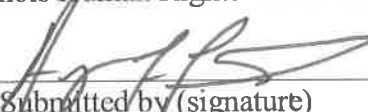

Submitted by (signature)

Partner
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.

Anthony F. Fremarek, son
PSC Group, LLC
Name of Contractor (please print)


Submitted by (signature)

Partner
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.

Anthony F. Fremarek, son
PSC Group, LLC
Name of Contractor (please print)

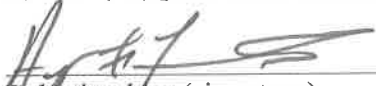

Submitted by (signature)

Partner
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.

Anthony F. Fremard Sr.
QSC Group, LLC
Name of Contractor (please print)


Submitted by (signature)

Pantano
Title

[NAME OF CONTRACTOR]

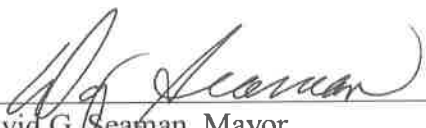
BY: 

12/1/16
Date

Printed Name: Anthony F. Frenzel

Title: Partner

VILLAGE OF TINLEY PARK

BY: 
David G. Seaman, Mayor
(required if Contract is \$10,000 or more)

11/15/2016
Date

Exhibit A
SCOPE OF SERVICES



It's all in the way we listen.

PSC Group, LLC

Statement of Work

Statement of Work No.:
Statement of Work Effective Date:
Master Services Agreement:

2254
11/10/2016
111409

Exhibit A

("PSC")
PSC Group, LLC
1051 Perimeter Drive, Suite 500
Schaumburg, IL 60173-5833

("Client")
Village of Tinley Park
16250 Oak Park Ave.
Tinley Park, IL 60477

By: _____
Jeff Crowell
Director of Service Delivery

By: _____
Steve Clemmer

Date: 11/10/2016

Date:

Phone Number: (847) 274-9637
Fax Number: (847) 517-7600
Email Address: jcrowell@psclistsens.com

Project Sponsor: Tom Boling
Phone Number: (708) 793-5938
Fax Number:
Email Address: tboling@tinleypark.org

By signing above, the parties agree to the terms and conditions of this Statement of Work and to the terms and conditions of the Master Services Agreement identified above between Client and PSC, which by this reference are incorporated herein. Client hereby acknowledges receipt and acceptance of said Master Services Agreement.

1. Description of Services.

Tinley Park has requested PSC assist with the installation and configuration of SharePoint 2016 in their environment. The implementation will be based on the information gathered during the SharePoint governance and planning engagement PSC completed with Tinley Park last year. During a planning meeting between PSC and Tinley Park on Thursday, April 14th, the following deliverables were identified for this implementation project:

1. Install and configure SharePoint 2016 in Test environment
2. Install and configure SharePoint 2016 in Production environment
3. Setup and configure SQL Server Reporting Services integrated with SharePoint
4. Configuration of search
5. Create site branding using a SharePoint theme
6. Create site templates identified in previous planning project*
7. Create site content types identified in previous planning project*
8. Create permission levels identified in previous planning project*
9. Setup user profile synchronization, My Sites and OneDrive for Business
10. Create adoption and communication plan for SharePoint
11. Provide 4 "train the trainer" sessions (up to 2 hours each) for power users and site owners
12. Migrate content from two existing Intranet subsites currently in SharePoint 2010 Foundation

* References to the planning project specifically refer to the Governance document created in June, 2015 during the planning and discovery engagement with Tinley Park.

When appropriate, PSC intends to approach this project with multiple resources working in parallel. The project team will complete the following high level tasks:

- Project Kickoff and Design Overview
 - Project Kickoff Meeting
 - Review Existing Intranet
 - High Level Scope Definition



PSC Group, LLC

Statement of Work

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- Design Goals
- Obtain System Access (e.g. AD accounts, VPN if necessary, etc.)
- Infrastructure Design and Planning
 - Define Requirements (# of users, applications, etc.)
 - Active Directory Review (requirements for User Profile Synchronization)
 - Farm Design and Architecture (search, data, infrastructure planning)
 - Define Backup Strategy
- Farm Implementation (Test and Production Environments)
 - Install and Configure SharePoint
 - SQL Server Database Configuration and Setup
 - Install and Configure SQL Server Reporting Services
 - Configure Security
 - Configure Search
 - Configure User Profile Synchronization (AD integration)
 - Setup MySites and OneDrive for Business
- SharePoint Information Architecture and Planning
 - Create site collection structure and navigation
 - Create Site Templates Defined in Planning Project
 - Create Content Types Defined in Planning Project
 - Create Permission Levels Defined in Planning Project
 - Assist with Adoption and Communication Plan
 - Training Meetings for Power Users ("train the trainer")
 - Implement a branding theme
- Content Migration
 - Migrate Existing Content from SharePoint 2010 Farm (2 subsites).
- Project Coordination and Delivery
 - Project Oversight
 - Status Reports
 - Run Status Meetings

2. Timetable for Completion of Services (Including Milestones, If Applicable).

The project is expected to be completed in approximately 5-6 weeks from the start date. PSC will plan to start the engagement within three weeks of a signed Statement of Work.

3. Status Reports (if any) Required by the Client.

Provided weekly along with status meetings.

4. Location of Performance Work.

Work to be performed at PSC or Client site as required.

5. Change Approval Process.

Should circumstances arise that could lead to changes in this Statement of Work and/or the estimated fees, PSC representatives will meet with Client representatives to discuss the situation and, where appropriate, document the potential changes in a Change Order. All change orders must be reviewed and approved by authorized representatives of both parties in writing prior to proceeding with any changes to this Statement of Work.



It's all in the way we listen.

PSC Group, LLC

Statement of Work

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6. Fees

Tinley Park SharePoint Implementation			
Level of Effort			
High Level Task		Total Hours	Total Cost
1	Project Kickoff & Design Overview	16	\$ 2,640
2	Infrastructure Design & Planning	16	\$ 2,640
3	Farm Implementation (Test & Production Environments)	80	\$ 13,200
4	SharePoint Information Architecture & Planning	80	\$ 13,200
5	Content Migration	40	\$ 6,600
6	Project Management & Coordination	40	\$ 7,000
Totals		272	\$ 45,280

7. Additional Terms

- Tinley Park will provision the servers with operating system installed prior to the SharePoint installation and configuration tasks.
- Search will be configured to index SharePoint content only. No effort to configure search file shares or OnBase (document management system) is included in this estimate.
- This estimate does not include any required cost of software licenses or hardware for this project. No additional hardware or software is planned to be used for this project.
- PSC is not responsible for any Microsoft or other third-party software bugs or issues that impact the delivery of any portion of the proposed solution or related functionality.

As Microsoft Corporation and the other vendors are solely responsible for the development and publishing of their applications and since PSC Group does not have access to the source code and detailed documentation for the products, we cannot resolve any identified software issues without the vendor's assistance.

PSC Group will document the specifics related to the identified issue, open and manage a support case with the appropriate Technical Support group at your direction. If you choose to open the support case directly, we will provide you with the documented specifics about the issue and assist you with establishing the case with Technical Support.

All issue resolution efforts associated with the vendor support case will be billed on a Time and Material basis.