
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2019-R-110

**A RESOLUTION APPROVING A SERVICE CONTRACT WITH
MINUTEMEN SECURITY TECHNOLOGIES, INC.**

JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

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Will County, Illinois

RESOLUTION NO. 2019-R-110

**A RESOLUTION APPROVING A SERVICE CONTRACT WITH
MINUTEMEN SECURITY TECHNOLOGIES, INC.**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park ("Village") has negotiated and desires to enter into a Service Contract ("Contract"), attached hereto as Exhibit 1, with Minuteman Services Technologies, Inc., ("Minuteman") pertaining to the installation and operation of a Fixed Automated License Plate Reader System ("ALPR"), in an amount not greater than \$433,622.75; and

WHEREAS, said Contract requires Minuteman to upgrade and modify the Village's existing ALPR apparatus to more adequately protect the Village and its residents; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to approve said Contract with Minuteman pursuant to this Resolution; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: The President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Contract be entered into with Minuteman, in an amount not to exceed \$433,622.75, and that the Village President is hereby authorized to execute said Agreement on behalf of the Village, with said Agreement to be substantially in the form attached hereto and made a part hereof as Exhibit 1, subject to review and revision as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Resolution shall be in full force and effect from and after its adoption and approval.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 15th day of October, 2019.

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS: None

ABSENT: None

APPROVED THIS 15th day of October, 2019.



VILLAGE PRESIDENT

ATTEST:



DEPUTY VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-110, "A RESOLUTION APPROVING A SERVICE CONTRACT WITH MINUTEMEN SECURITY TECHNOLOGIES, INC.," which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 15, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of October, 2019.


DEPUTY VILLAGE CLERK

City LPR System
Prepared for
Village of Tinley Park

Name: John Urbanski (708) 444-5000

Prepared By: Shawn O'Connell,
soconnell@minutemanst.com

Company: Village of Tinley Park
16250 S. Oak Park Ave
Tinley Park, IL 60477

Quote Date: 10/2/2019

Quote No: 11395

Account No: 3,272 Quote

Valid To: October 31, 2019

Payment Terms: Net 30

Scope Of Work

MST will provide and install all equipment required for a complete turnkey installation at the following locations:

183rd & Harlem Ave

Northbound

2 New LPR Cameras installed on existing street light pole to capture 2 lanes of traffic.

Southbound

2 New LPR Cameras installed on existing street light pole to capture 2 lanes of traffic.

Westbound

2 New LPR Cameras installed on existing street light pole to capture 2 lanes of traffic.

Eastbound

2 New LPR Cameras installed on existing street light pole to capture 2 lanes of traffic.

MST will utilize existing Fluidmesh wireless network to aggregate cameras to Tinley Park fiber connection. Cameras will then transmit all data back to the PD via fiber.

MST will provide and install (3) three new battery packs at each pole to provide power to LPR cameras during off hours when power is not being provided.

183rd & Ridgeland Ave.

Westbound

1 New LPR Camera installed on existing ComEd pole with street light. This camera will capture one lane of traffic.

Eastbound

1 New LPR Camera installed on existing ComEd pole with street light. This camera will capture one lane of traffic.

Northbound/Southbound

2 New LPR Cameras installed on existing ComEd pole with street light. These two cameras will capture one lane of traffic Southbound and one lane of traffic Northbound.

MST will install new wireless radios to aggregate all cameras to the Tinley Park water plant tower fiber. Cameras will then transmit all LPR data via fiber from this tower back to the Tinley Park PD. Tinley Park to provide and install antenna on the pump house rooftop for our radios.

Battery packs will not be required at these locations. ComEd poles have 24/7 power.

191st & Harlem Ave

Northbound

2 New LPR Cameras installed on existing street light pole to capture 2 lanes of traffic.

MST will reutilize existing battery pack at this pole to provide power to each LPR camera during off hours when power is not being provided.

Southbound

2 New LPR Cameras installed on existing street light pole to capture 2 lanes of traffic.

MST will reutilize existing battery pack at this pole to provide power to each LPR camera during off hours when power is not being provided.

Westbound

2 New LPR Cameras installed on existing street light pole to capture 2 lanes of traffic.

MST to provide and install a new battery pack to provide power to each LPR camera during off hours when power is not being provided.

Eastbound

2 New LPR Cameras installed on existing street light pole to capture 2 lanes of traffic.

All poles currently have 24/7 power and will not require battery packs.

MST assumes we are approved to mount our cameras on the (2) two new poles getting cameras and the (2) two existing poles with cameras.

MST will utilize existing Fluidmesh wireless network and install new Fluidmesh wireless devices to aggregate all cameras to Tinley Park Amphitheatre. Cameras will then wirelessly transmit all LPR data back to the Tinley Park PD via the existing Fluidmesh network .

167th & Trail View Ct.

Westbound

2 New LPR Cameras installed on and new pole provided and installed by MST. These two cameras will capture 2 lanes of traffic. An aerial drop to nearby ComEd for power will be utilized. Battery packs will not be required at these locations. ComEd aerial drop will provide 24/7 power.

Eastbound

2 New LPR Cameras installed on and new pole provided and installed by MST. These two cameras will capture 2 lanes of traffic. An aerial drop to nearby ComEd for power will be utilized. Battery packs will not be required at these locations. ComEd aerial drop will provide 24/7 power.

Cameras will then transmit all LPR cameras via cell modem from this location back to the Tinley Park PD.

Tinley Park to provide sd cards and Verizon cellular data plan.

Proposed solution does not include any additional costs incurred by ComEd.

Quantity	Manufacturer	Part No.	Description	Price
Subtotal Header 1 - System Software				
1	Genetec	GSC-BASE-5.7	Genetec Security Center (GSC) Base Package - Version 5.7 which includes: 1 Directory, 5 Security Desk client connections (incl. Web Client), Plan Mana	\$0.00
1	Genetec	GSC-AV-S	GSC AUTOVU STANDARD BASE PKG	\$1,388.21
1.00	MST	MISC-IL	(1) Xeon E-2134 16GB RAM (2) 240GB 2.5" SSD (2) 1GbE RJ45 Ports (2) 350W PSU Windows Server 2016 5YR NBD KYHD Warranty	\$5,313.00
Subtotal Footer 1				\$6,701.21
Subtotal Header 2 -183rd & Harlem Ave				
8	Genetec	ADV-LPR-F-5Y	Genetec™ Advantage for 1 AutoVu fixed camera connection - 5 Years	\$2,080.00
8	Genetec	AU-K-V-WS850-LC	White AutoVu SharpV Camera Kit which includes: SharpV Standard Range Dual (LPR and Context) lens and 850nm illuminator, mounting bracket and Sharp Cam	\$42,342.88

Quantity	Manufacturer	Part No.	Description	Price
1	FluidMesh Networks	FM3200-UN	Wireless Base Station, 5 Gigahertz, 150 Mbps, 7" Width x 8" Depth x 16" Height, Die-Cast Metal Aluminum Enclosur	\$2,438.00
2.00	MST	MISC-IL	FM1200V-60 Upgrade existing license to 60 MBPS	\$2,746.66
4	MST	IPCAMEN4-PWR	Nema enclosure w/lightning protection, power supply & network switch. Built with temperature hardened components	\$4,034.28
Power Online System with Cotek CX1250, 50A, 90-264VAC, 12VDC and a Cotek SE200-112, 200W, 12VDC, 115VAC and a 10A12V SS load controller. System has a 8G4D 210AH battery and a 420AH battery bank enclosed within a M2-8D, 36.6"H x 25"W x 14.5"D, AL, PC enclos				
3.00	MST	MISC-IL	Power Online System with Cotek CX1250, 50A, 90-264VAC, 12VDC and a Cotek SE200-112, 200W, 12VDC, 115VAC and a 10A12V SS load controller. System has a 8	\$12,512.46
	MST	Labor, Install	Installation Labor	\$6,480.00
	MST	Labor, Eng	Engineering Labor	\$2,800.00
	MST	Labor, PM	Project Management Labor	\$620.00
	MST	Labor, Training	Training Labor	\$600.00
1.00	MST	Lift-30' Boom-WK	30' Boom Lift	\$1,225.00
	Windy City Wire	CAT6 OUTDOOR RATED NON-SHIELED	24-4P UNS SOL C6 Blk DB	\$82.50
1.00	MST	MISC-IL	Miscellaneous Materials	\$166.67
1.00	MST	Shipping-IL	Shipping Charges	\$586.67
Subtotal Footer 2				\$78,715.12
Subtotal Header 3 - 183rd & Ridgeland Ave				
4	Genetec	ADV-LPR-F-5Y	Genetec™ Advantage for 1 AutoVu fixed camera connection - 5 Years	\$1,040.00
4	Genetec	AU-K-V-WS850-LC	White AutoVu SharpV Camera Kit which includes: SharpV Standard Range Dual (LPR and Context) lens and 850nm illuminator, mounting bracket and Sharp Cam	\$21,171.44
3	MST	IPCAMEN4-PWR	Nema enclosure w/lightning protection, power supply & network switch. Built with temperature hardened components	\$3,025.71
1	Cambium Networks	C058900L132A	Cambium ePMP 2000 Lite AP Filtering Sync FCC	\$389.85
3	Cambium Networks	C058900C082A	ePMP FORCE 190 5GHz Subscriber	\$513.96
3	Federal Signal	AMB-P	Custom Offset Pole Mounts	\$85.71
3	Tycon Power	TP-POE-1824G	48V 802.3AF/AT GIGABIT POE IN, 18/24VDC 24W GIGABIT PASSIVE POE OUT POE INSERTER	\$224.76
	MST	Labor, Install	Installation Labor	\$4,320.00
	MST	Labor, Eng	Engineering Labor	\$2,100.00
	MST	Labor, PM	Project Management Labor	\$465.00
	MST	Labor, Training	Training Labor	\$600.00
2.00	MST	Lift-30' Boom	30' Boom Lift	\$960.00

Quantity	Manufacturer	Part No.	Description	Price
	Windy City Wire	CAT6 OUTDOOR RATED NON-SHIELDED	24-4P UNS SOL C6 Blk DB	\$82.50
1.00	MST	MISC-IL	Miscellaneous Materials	\$166.67
1.00	MST	Shipping-IL	Shipping Charges	\$293.33
Subtotal Footer 3				\$35,438.93
Subtotal Header 4 - 191st & Harlem Ave				
8	Genetec	ADV-LPR-F-5Y	Genetec™ Advantage for 1 AutoVu fixed camera connection - 5 Years	\$2,080.00
8	Genetec	AU-K-V-WS850-LC	White AutoVu SharpV Camera Kit which includes: SharpV Standard Range Dual (LPR and Context) lens and 850nm illuminator, mounting bracket and Sharp Cam	\$42,342.88
2	FluidMesh Networks	FM1100M-HW	MITO 1100 Radio, Panel Antenna, PoE injector. Order Bandwidth Separately	\$1,120.00
2	FluidMesh Networks	FM1200V-30	FM1200V Device Option, Enable 30Mbit/s Ethernet Throughput	\$2,140.50
1	FluidMesh Networks	FM3200-UN	Wireless Base Station, 5 Gigahertz, 150 Mbps, 7" Width x 8" Depth x 16" Height, Die-Cast Metal Aluminum Enclosur	\$2,438.00
4	MST	IPCAMEN4-PWR	Nema enclosure w/lightning protection, power supply & network switch. Built with temperature hardened components	\$4,034.28
	MST	Labor, Install	Installation Labor	\$6,480.00
	MST	Labor, Eng	Engineering Labor	\$2,975.00
	MST	Labor, PM	Project Management Labor	\$775.00
	MST	Labor, Training	Training Labor	\$600.00
1.00	MST	MISC-IL	Miscellaneous Materials	\$428.57
1.00	MST	Lift-30' Boom-WK	30' Boom Lift	\$1,950.00
	Windy City Wire	CAT6 OUTDOOR RATED NON-SHIELDED	24-4P UNS SOL C6 Blk DB	\$82.50
Subtotal Footer 4				\$67,446.73
1.00	MST	Shipping-IL	Shipping Charges	\$586.67
Subtotal Header 5 - 167th & Trail View Ct				
4	Genetec	ADV-LPR-F-5Y	Genetec™ Advantage for 1 AutoVu fixed camera connection - 5 Years	\$1,040.00
4	Genetec	AU-K-V-WS850-LC	White AutoVu SharpV Camera Kit which includes: SharpV Standard Range Dual (LPR and Context) lens and 850nm illuminator, mounting bracket and Sharp Cam	\$21,171.44
1	MST	IPCAMEN4-PWR	Nema enclosure w/lightning protection, power supply & network switch. Built with temperature hardened components	\$1,008.57
1	MST	IPCAMEN4-CELL	Nema enclosure w/lightning protection, power supply, network switch, cell modem & antenna. Built with temperature hardened components	\$2,135.71
2	Cambium Networks	C058900C082A	ePMP FORCE 190 5GHz Subscriber	\$342.64

Quantity	Manufacturer	Part No.	Description	Price
2	Federal Signal	AMB-P	Custom Offset Pole Mounts	\$80.00
2	Tycon Power	TP-POE-1824G	48V 802.3AF/AT GIGABIT POE IN, 18/24VDC 24W GIGABIT PASSIVE POE OUT POE INSERTER	\$149.84
	MST	Labor, Install	Installation Labor	\$3,240.00
	MST	Labor, Eng	Engineering Labor	\$2,100.00
	MST	Labor, PM	Project Management Labor	\$930.00
	MST	Labor, Training	Training Labor	\$600.00
2.00	MST	Lift-30' Boom	30' Boom Lift	\$960.00
2.00	MST	Subcon Expense - IL	35' Class 5 pole, Fork bolt for ComEd connection, 30 amp fused disconnect and service head, 8" ground rod piped to disconnect,	\$5,000.00
	Windy City Wire	CAT6 OUTDOOR RATED NON-SHIELDED	24-4P UNS SOL C6 Blk DB	\$66.00
1.00	MST	MISC-IL	Miscellaneous Materials	\$285.71
Subtotal Footer 5 -				\$39,109.91
1.00	MST	Shipping-IL	Shipping Charges	\$275.00
1.00	MST	MISC-IL	MST to provide subscription to LEARN and push 12 Genetec LPR cameras into LEARN. This is an annual fee	\$10,000.00
12.00	MST	MISC-IL	Push additional cameras into LEARN	\$4,285.68
				Your Price: \$242,559.25
				Total: \$242,559.25

Notes:

Exclusions & Assumptions

Minuteman assumes the following will be provided and/or installed by others:
110VAC as needed.

Minuteman assumes all work will be completed during normal business hours of Monday - Friday 7:00AM - 5:00PM.

Customer Supplied Internet Connection:

A high-speed internet connection with a static IP address must be provided by the customer at the head-end location for remote access.

Customer Supplied LAN Connection:

A network connection must be provided at each specified location. An IP address may also be required. Details will be provided.

Existing Devices

Standard shipping charges, if applicable, will be included in the final invoice.

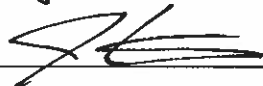
Payment Terms: [Net30]

Progress Payments Per AIA Form Will Be Submitted

Final Payment due upon completion of project

Accepted By: *(Please type or print except where otherwise indicated.)*

Firm Name: Village of Tinley Park

Authorized Signature: 

Printed Name, Title: Village President

Date: October 15, 2019

Terms and Conditions:

OPERATION: Customer shall be responsible for: (i) properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

- a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- e) Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES -MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited \$250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

Indemnification:

Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

Minuteman Security Technologies, Inc Full One Year Limited Warranty:

What is Covered:

This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.

How Long Coverage Lasts:

This warranty runs for one year from the date your system was installed and accepted.

What is not covered:

This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.

What Minuteman Will Do:

Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.

How To Get Service:

Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.

How State Law Applies:

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

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 **Minuteman Security Technologies** (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 **Two Hundred Forty Two Thousand Five Hundred Fifty Nine and 25/100 Dollars (\$242,559.25)**. 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.

Minuteman Security Technologies _____

Name of Contractor (please print)

Submitted by (signature)

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.

Minuteman Security Technologies _____

Name of Contractor (please print)

Submitted by (signature)

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.

Minuteman Security Technologies _____

Name of Contractor (please print)

Submitted by (signature)

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.

Minuteman Security Technologies
Name of Contractor (please print)

Submitted by (signature)

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)

Minuteman Security Technologies
Name of Contractor (please print)

Submitted by (signature)

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.

Minuteman Security Technologies
Name of Contractor (please print)

Submitted by (signature)

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.

Minuteman Security Technologies
Name of Contractor (please print)

Submitted by (signature)

Title

Minuteman Security Technologies

BY: [Signature]

10/15/19
Date

Printed Name: Shawn O'Connell

Title: Business Development

VILLAGE OF TINLEY PARK

BY: [Signature]

10/15/19
Date

Jacob C. Vandenberg, Village President
(required if Contract is \$20,000 or more)

ATTEST:

[Signature]

10/15/19
Date

Deputy
Village Clerk
(required if Contract is \$20,000 or more)

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

Date

SCOPE OF SERVICES

Attached Scope of work for Fixed Automated License Plate Reader (ALPR) Technology System as detailed in:

- **Minuteman Security Technologies Proposal #11395 dated October 2, 2019**

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)