

ORIGINAL

RES 15-455_Q_100515

RESOLUTION

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT
WITH REVCON TECHNOLOGY GROUP, INC. IN AN AMOUNT
NOT TO EXCEED \$922,087 AND AUTHORIZING ITS EXECUTION**

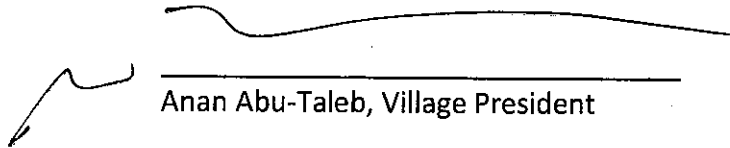
BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Independent Contractor Agreement with Revcon Technology Group, Inc. ("Agreement") in an amount not to exceed \$922,087 for the for the supply and installation of parking access and revenue control systems in various Village parking garages and repairs to the entrance/exits of the Holley Court and Avenue parking garages and installation of canopies at the Holley Court Parking Garage is approved and the Village Manager is authorized to execute the Agreement in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

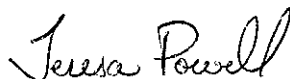
ADOPTED this 5th day of October, 2015 pursuant to a roll call vote as follows:

	Aye	Nay	Abstain	Absent
President Abu-Taleb	X			
Trustee Barber	X			
Trustee Brewer	X			
Trustee Lueck				X
Trustee Ott	X			
Trustee Salzman				X
Trustee Tucker	X			

APPROVED this 5th day of October, 2015.


Anan Abu-Taleb, Village President

ATTEST


Teresa Powell, Village Clerk

INDEPENDENT CONTRACTOR AGREEMENT

9 **THIS INDEPENDENT CONTRACTOR AGREEMENT** ("Agreement") is entered into on the day of October 2015, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and Revcon Technology Group, Inc., an Illinois corporation (hereafter the "Contractor").

WHEREAS, Contractor submitted its Proposals, dated August 14, 2015 and September 29, 2015, for the supply and installation of parking access and revenue control systems at the Holley Court Parking Garage, 1025 Ontario, the Avenue Parking Garage, 720 North Boulevard, and Lake+Forest Parking Garage, 150 Forest Avenue, Oak Park, Illinois garages and repairs to the entrance/exits of the Holley Court and Avenue parking garages and installation of canopies at the Holley Court Parking Garage (hereinafter referred to as the "Work" and collectively referred to as the "Proposal") wherein Contractor represented that it has the necessary personnel, experience, and competence to promptly complete the Work and the work required hereunder; and

WHEREAS, Contractor's Proposal is attached hereto and incorporated herein by reference into this Agreement and shall have the same force and effect as though fully set forth herein; and

WHEREAS, it is the intent of the Village and Contractor that Contractor shall perform the Work pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

Contractor shall perform the Work in accordance with its Proposal and additionally shall complete repairs to the entrance/exits of the Holley Court and Avenue parking garages and installation of canopies at the Holley Court Parking Garage at a cost not to exceed \$108,800. Prior to conducting said repairs, the Village shall approve Contractor's drawings and plans for conducting and installing the repairs. Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner.

3. CONFLICT

In case of a conflict between the provisions of the Contractor's Proposal and this Agreement, this Agreement shall control to the extent of such conflict.

4. DESIGNATED REPRESENTATIVES

The Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract. Such person shall have complete authority to transmit and receive instructions and information, interpret and define the Contractor's policies and decisions with respect to the Work governed by this Contract. The Village's Parking and Mobility Services Director shall have complete authority to transmit and receive instructions and information, interpret and define the Village's policies and decisions with respect to the Work governed by this Contract, or such other person as designated in writing by the Village's Parking and Mobility Services Director.

Contact: Scott Fisher c/o: jill@revcon.net, jim@revcon.net.
RevCon Technology Group, Inc.
1715 Cortland Court, Suite 4
Addison, Illinois 60101

5. TERM OF AGREEMENT

Contractor shall perform services pursuant to this Agreement during the contract period of October 6, 2015 through December 31, 2015. Contractor shall invoice the Village for services provided pursuant to this Agreement at the rates set forth in its Proposal. The total amount to be paid Contractor shall not exceed \$922,087 during the term of this Agreement. Any additional work will be defined by separate proposals/change orders and paid per the mutually agreed terms and conditions set forth in those documents.

6. PAYMENT SCHEDULE

Contractor may be required by the Village as a condition precedent to its right to receive any payment, to submit an application for payment and such receipts, vouchers, and other documents as may be necessary to establish Contractor's payment for all labor and materials and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Payments shall be made per the terms and conditions as described in the Contractor's Proposal. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement; and
- (ii) Contractor's partial or final waiver of lien; and

- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the work completed and submission of required waivers by Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act. Final payment for any services performed by Contractor pursuant to an invoice by Contractor shall be made by the Village to Contractor when Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to this Agreement; damage for which Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of Contractor to perform any of its obligations under this Agreement. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to Contractor.

7. TERMINATION

The Village may terminate this Agreement when it determines the same to be in its best interests by giving thirty (30) days prior written notice to Contractor. In such event, the Village shall pay to Contractor all amounts due for the work performed up to the date of termination.

8. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body in effect during the performance of the Work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which Contractor must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Rules of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, all applicable employment and anti-discrimination laws and regulations, and traffic and public utility regulations.

9. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property other than the work itself, including the loss of use resulting therefrom, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. Contractor shall similarly protect, indemnify and hold and save harmless, the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provisions of this Agreement. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

10. INSURANCE

Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits. The Contractor shall furnish "Certificates of Insurance" to the Village before providing its Services pursuant to this Agreement. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A or higher, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Commercial General Liability:

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate

\$2,000,000.00

Each Occurrence \$1,000,000.00

Personal Injury \$1,000,000.00

iii. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.

(B) Workers' Compensation:

i. Workers' Compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who provide the Services pursuant to this Agreement, and if work is sublet pursuant to the provisions of this Agreement, the Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under the Workers' Compensation Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit \$1,000,000.00

(D) Umbrella:

i. Limits:

Each Occurrence/Aggregate \$2,000,000.00

(E) The Village, its officers, employees, agents and volunteers shall be named as an additional insured on all insurance policies set forth herein except Workers' Compensation. Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents, and volunteers.

Contractor understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, employees, agents and volunteers as herein provided.

11. GUARANTY

Contractor warrants and guarantees that all work and services to be performed under this Agreement, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Agreement shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Agreement; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement. Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Agreement shall be fulfilled.

Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

12. PREVAILING WAGES

Contractor and any subcontractor of Contractor shall pay the current prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work performed pursuant to this Agreement in accordance with the Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* Any increases in costs to Contractor due to changes in the prevailing rate of wage during the term of this Agreement shall be at the sole expense of Contractor, not at the expense of the Village, and shall not result in an increase to the rates set forth in Contractor's Proposal. Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall submit certified payroll records to the Village evidencing its compliance with the prevailing wage laws on no less than a monthly basis as required by Illinois law. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work. Contractor agrees to defend, indemnify and hold the Village harmless in connection with any claim arising from Contractor's failure to comply with the prevailing wage laws, including any expenses or attorney's fees incurred by the Village in defense of such claims.

13. AGREEMENT NON-EXCLUSIVE

This Agreement is non-exclusive and the Village reserves the right to utilize other contractors to perform any or all of the services set forth in this Agreement.

14. NOTICES

Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by

facsimile or electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

To the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302-4272
Fax: (708) 358-5101
Email: villagemanager@oak-park.us

To the Contractor:

President
RevCon Technology Group, Inc.
1715 Cortland Court, Suite 4
Addison, Illinois 60101
Fax: (630) 916-8704
Email: Scott Fisher c/o:
jill@revcon.net
jim@revcon.net

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by facsimile or electronic transmission shall be effective as of date and time of facsimile or electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile or electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

15. AUTHORITY TO EXECUTE

The individuals executing this Agreement on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

16. EFFECTIVE DATE

The effective date of this Agreement as reflected above and below shall be the date that the Village Manager executes this Agreement on behalf of the Village.

17. ENTIRE AGREEMENT; APPROVAL OF SUBCONTRACTOR(S) AGREEMENT(S)

This Agreement, including the documents incorporated by reference herein, sets forth the entire agreement of the parties with respect to the accomplishment of the Work. No right or interest in this Agreement shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between Contractor and a proposed subcontractor to perform any work. This Agreement shall be binding upon the parties and upon their respective heirs, executors,

administrators, personal representatives, successors, and assigns, except as herein provided.

18. INDEPENDENT CONTRACTOR

Contractor shall have the full control of the ways and means of performing the work referred to above and that Contractor or its employees, representatives or subcontractors are in no sense employees of the Village, it being specifically agreed that Contractor bears the relationship of an independent contractor to the Village.

19. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

20. SECTION HEADINGS

The section headings provided in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

21. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

22. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

23. COOPERATION OF THE PARTIES

The Village and the Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. The Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

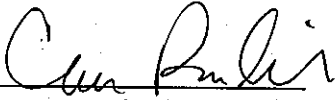
24. **COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.**

This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK


By: Cara Pavlicek
Its: Village Manager

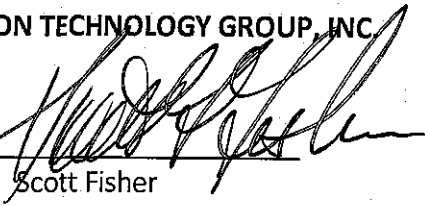
Date: 10/9, 2015

ATTEST


By: Teresa Powell
Its: Village Clerk

Date: 10/9, 2015

REVCON TECHNOLOGY GROUP, INC.


By: Scott Fisher
Its: President

Date: 10/16, 2015

ATTEST


By: Jill Richardson
Its: Vice-President

Date: 10/16, 2015

REVIEWED AND APPROVED
AS TO FORM

OCT 05 2015


LAW DEPARTMENT