



# VILLAGE OF ORLAND PARK

14700 Ravinia Avenue  
Orland Park, IL 60462  
www.orland-park.il.us

## Meeting Agenda

### Parks and Recreation Committee

*Chairman Patricia A. Gira*  
*Trustees Kathleen M. Fenton and Daniel T. Calandriello*  
*Village Clerk John C. Mehalek*

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Monday, December 15, 2014

6:00 PM

Village Hall

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#### **\*\*AMENDED AGENDA\*\***

#### **A. CALL TO ORDER/ROLL CALL**

#### **B. APPROVAL OF MINUTES**

[2014-0747](#) Approval of the November 17, 2014 Parks and Recreation Minutes

*Attachments:* [Draft Minutes](#)

#### **C. ITEMS FOR SEPARATE ACTION**

1. [2014-0731](#) Fire Alarm Equipment Preventative Maintenance Agreement

*Attachments:* [Agreement](#)

2. [2014-0740](#) Automatic Building Controls, Inc. - Contract

*Attachments:* [Village Hall](#)  
[Sportsplex](#)  
[Police](#)

3. [2014-0732](#) Winter/Spring 2015 Program Guide - Distribution

#### **D. NON-SCHEDULED CITIZENS & VISITORS**

#### **E. ADJOURNMENT**

DATE: December 15,  
2014

## **REQUEST FOR ACTION REPORT**

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|                   |   |
|-------------------|---|
| File Number:      | <b>2014-0747</b>  |
| Orig. Department: | <b>Village Clerk</b>  |
| File Name:        | <b>Approval of the November 17, 2014 Parks and Recreation Minutes</b> |

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### **BACKGROUND:**

### **BUDGET IMPACT:**

### **REQUESTED ACTION:**

I move to approve the Minutes of the Regular Meeting of the Parks and Recreation Committee of November 17, 2014.

# VILLAGE OF ORLAND PARK

14700 Ravinia Avenue  
Orland Park, IL 60462  
[www.orland-park.il.us](http://www.orland-park.il.us)



## Meeting Minutes

Monday, November 17, 2014

6:00 PM

Village Hall

## Parks and Recreation Committee

*Chairman Patricia A. Gira  
Trustees Kathleen M. Fenton and Daniel T. Calandriello  
Village Clerk John C. Mehalek*

**CALL TO ORDER/ROLL CALL**

The meeting was called to order 6:04 PM.

**Present:** 3 - Chairman Gira; Trustee Fenton and Trustee Calandriello

**APPROVAL OF MINUTES****2014-0671 Approval of the October 20, 2014 Parks and Recreation Minutes**

I move to approve the Minutes of the Regular Meeting of the Parks and Recreation Committee of October 20, 2014.

**A motion was made by Trustee Fenton, seconded by Trustee Calandriello, that this matter be APPROVED. The motion carried by the following vote:**

**Aye:** 3 - Chairman Gira, Trustee Fenton, and Trustee Calandriello

**Nay:** 0

**ITEMS FOR SEPARATE ACTION****2014-0658 Elevator Maintenance at Village Buildings Contract**

Park's Division Frank Stec reported that the Franklin Loebe Center, Village Hall, Cultural Arts Center, and Sportsplex have elevators that require an annual maintenance agreement. For the past several years Otis Elevators has supplied the service for Franklin Loebe Center (\$4,963.90 annually), Cultural Arts Center (\$4,679.51 annually), and Village Hall (\$4,963.90 annually). Thyssenkrupp Elevator Corporation supplied the service for Sportsplex (\$3,570.60 annually). The contract with Otis Elevator commits us to a minimum of 5 years with no early termination clause. The current contract with Otis expires in 2015; and after researching the U.S. Communities Program suppliers it has been determined that Kone, Inc. will supply the maintenance contracts at \$150/month (\$1800/yr) with a 4% maximum annual increase, for an initial 5-year agreement with annual renewal thereafter. Kone, Inc. has positive references and only requires an initial 5 year term.

The Otis contract expires in January, 2015 for Cultural Center, and November, 2015 for Franklin Loebe Center and Village Hall. We are not currently under contract with Thyssenkrupp for the Sportsplex. The fee is paid quarterly in advance through December 2014. Changing to this contract with Kone and US Communities will produce a savings of over \$10,000 annually.

I move recommend to the Village Board to waive the bid process;

And

Move to recommend the execution of the US Communities contract for Kone, Inc. for elevator maintenance at the amount of \$1800 annually per elevator, with a 4% maximum annual increase, for an initial 5 year term with annual renewal thereafter.

**A motion was made by Trustee Fenton, seconded by Trustee Calandriello, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion carried by the following vote:**

**Aye:** 3 - Chairman Gira, Trustee Fenton, and Trustee Calandriello

**Nay:** 0

#### **2014-0571 Enhancements for Main Street Area and Village Complex**

Director Stec reported that on October 6, 2014, this item was reviewed by the Public Works Committee, recommended for approval and referred to the Village Board of Trustees for consideration. Due to the inability of the recommended contractor, Temple Display, to meet our installation deadline we are forced to move to the next qualified quote from B & B Holiday Decorating at a cost of \$30,210, a \$1,290 difference. B & B has assured us that they can complete the installation within our timeline.

Main Street Area (Pricing for recommended areas 3 & 4 on pricing sheet)

Temple Display, Ltd. \$24,024

B&B Holiday Decorating \$24,060

Wingren Landscape \$29,519

Village Complex (Area 6 on pricing sheet)

Temple Display, Ltd. \$4,896

B&B Holiday Decorating \$6,150

Wingren Landscape \$5,950

The second total lowest price for the selected areas is from B & B Holiday Decorating in the amount of \$30,210.

Due to the timeline restrictions this agenda item is being considered by the Parks & Recreation Committee and the Village Board of Trustees on the same night.

Trustee Fenton asked who put the snowflakes up along LaGrange Road, 143rd, and 151st.

Director Stec responded that it was done by Bright Ideas.

Trustee Fenton asked if it was the company's responsibility to make sure they were working.

Director Stec stated that it is and that they would contact the company to have them check the lighting.

I move to recommend to the Village Board to accept the cancellation of the contract with Temple Display

And

To recommend to the Village Board to approve an agreement with B & B Holiday Decorating to provide the 2014 lighting in the Main Street Area as outlined in the proposal at a cost not to exceed \$30,210.

**A motion was made by Trustee Calandriello, seconded by Trustee Fenton, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion carried by the following vote:**

**Aye:** 3 - Chairman Gira, Trustee Fenton, and Trustee Calandriello

**Nay:** 0

**2014-0664 Concession Services - Athletic Fields, Centennial Park Aquatic Center, and Village Special Events**

Recreation Division Director Nancy Flores reported that on September 18, 2014, the Village issued a request for proposals for Village concession services at Centennial Park, John Humphrey Complex, the Centennial Park Aquatic Center and approximately 10 Village special events with a deadline of October 14, 2014. A pre-proposal meeting was held on October 1, 2014 to allow potential vendors to view each Village concession facility.

The RFP outlined clearly that proposals would be evaluated on specific criteria including: percentage and/or guaranteed revenue proposal to village; menu offerings; pricing of menu items; proposed staffing plans; supervisors structure and plan; athletic organization donation proposal; daily sanitation plan for operational hours and closing; book keeping and financial records submitted to village; and capital improvement plans (if any).

Proposals were received from: Jay Vending Company, David Apps (dba OP Snack Shack), and Robert McCarthy (aka Big Jims Catering Inc.). Both David Apps and Robert McCarthy attended the optional pre-proposal meeting and tour. Robert McCarthy's proposal was considered non-responsive as it was missing required submittal documents.

On October 30, 2014, interviews were conducted by the evaluation team including members of staff and Trustee Patricia Gira. Representatives from OP Snack Shack and Jay Vending Company were interviewed regarding their submittals. The attached proposal certification summary sheet and the highlights document provide additional details on the proposals.

Jay Vending Company has served as the Village's concessionaire since 2011 and has been very successful in this endeavor. They have provided a minimum

commission of \$25,000 per year regardless of sales. In addition, the Village receives 15% on all sales above a \$200,000 threshold each year. Over the past four years Jay Vending has been very responsive to Village requests related to menu options, pricing, and operating hours. Upon request, Jay Vending has also provided concessions for Village special events such as the Centennial West Concert Series, the Fourth of July, and the Great Pumpkin Party among others.

Jay Vending's proposal provides for the addition of several new healthy menu items such as wraps, grab-n-go fruit and veggies. They also proposed adding new item options such as an Italian roast beef sandwich and iced coffee. The proposal included other new endeavors such as adding compartmentalized recycling containers to venues they serve; creation of a custom souvenir cup with Orland Park and/or youth organization logos sharing the earned revenue from cups sales with the organizations; utilize an Apple POS system which will provide greater detail in reporting; add WiFi to their concessions operation at JHC to permit use of credit cards by patrons.

Based upon the Jay Vending Company's interview, previous performance, and guaranteed commission structure, the interview team recommends awarding the Village concession contract to Jay Vending Company for 2015 through 2017, with the option to renew for two additional years.

I move to recommend to the Village Board to approve awarding the concessions services to Jay Vending for a three-year contract, 2015 through 2017, with an option to renew for two additional years at the Village's sole discretion.

**A motion was made by Trustee Fenton, seconded by Trustee Calandriello, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion carried by the following vote:**

**Aye:** 3 - Chairman Gira, Trustee Fenton, and Trustee Calandriello

**Nay:** 0

#### **2014-0679 Recreation Program Surveys - Discussion Only**

Director Flores reported that by utilizing Select Survey, the Recreation Department staff emailed surveys for the Preschool, Liberty Fun Run & Walk and Daycamp programs to the registered participants.

The Preschool survey was sent to 209 participants who provided their email addresses through registration. The response rate was 24%, which is better than the standard response rate of 10-15%. Many positive comments were received. Preschool parents reported that they are very pleased with the teaching staff, feel the curriculum is great, and appreciate the nurturing environment of the preschool. Staff will investigate parent recommendations by reviewing the curriculum for 2015, drop-off and pick-up time, and communication with the Lunch & More parents.

The Liberty Family Fun Run & Walk survey was sent to 121 participants who provided their email addresses through registration. The response rate was 26%, which is higher than the standard response rate of 10-15%. Patron feedback indicated that they thoroughly enjoy this event. Most respondents preferred to keep the run in its current format; adding awards for 1st, 2nd, and 3rd place instead of an overall male and female winner, separate age groups for the Kids Run, and include a contest for the most patriotic runner.

One participant summarized his experience in his Liberty Family Fun Run & Walk survey response stating: "The quality of our Village's events has been and continues to be excellent. Ditto for the race. This year will be my first Turkey Trot and I can't wait! OP has been a wonderful place to raise my family. I am proud to be a resident! You all do a wonderful job!"

The Day Camp survey was sent to 251 participants who provided their email addresses through registration. The response rate was 10%, which is within the standard response rate range. The overall findings were positive with some constructive recommendations such as possible changes to the pick-up procedure at Centennial Park Aquatic Center; providing an option of sugar-free refreshments, and adding more sport-centered activities. Staff will review feedback during the planning process for camp 2015.

**This item was for discussion only. NO ACTION was required.**

## **NON-SCHEDULED CITIZENS & VISITORS**



**ADJOURNMENT: 6:09 PM**

**A motion was made by Trustee Calandriello, seconded by Trustee Fenton, that this matter be ADJOURNED. The motion carried by the following vote:**

**Aye:** 3 - Chairman Gira, Trustee Fenton, and Trustee Calandriello

**Nay:** 0

**/AJ**

Respectfully Submitted,

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**John C. Mehalek, Village Clerk**

DRAFT

DATE: December 15,  
2014

## **REQUEST FOR ACTION REPORT**

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File Number: **2014-0731**  
Orig. Department: **Parks & Building Maintenance Department**  
File Name: **Fire Alarm Equipment Preventative Maintenance Agreement**

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### **BACKGROUND:**

We have received a three year proposal for the annual testing, inspection of equipment and preventative maintenance for our existing fire alarm systems. Affiliated Customer Service has performed this service for the past 18 years for the Village. We have a number of different fire panels throughout the Village, and Affiliated will service all of them, regardless of manufacturer (most companies only work on their particular brand). This company is recommended by the Orland Fire Prevention District and has serviced us well over the years. As indicated on their proposal the costs for each facility is minimal.

### **BUDGET IMPACT:**

Funds are budgeted in the following accounts to cover this service: Sportsplex - 283-4007-442810, Recreation - 283-4001-442810, Metra - 026-0000-442810, Civic Center - 021-9100-442810, and Building Maintenance - 010-1700-442810 at a total cost of \$11,377.00.

### **REQUESTED ACTION:**

I move to recommend to the Village Board to waive the bid process;

And

To recommend approving the Preventative Maintenance Agreement with Affiliated Customer Service, Inc. for 2015 through 2017 for all Village facilities at a cost not to exceed \$11,377.00.

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**AFFILIATED CUSTOMER SERVICE, INC.  
 AFFILIATED TECHNOLOGIES, INC.  
 AFFILIATED SYSTEMS, INC.**

1441 Branding Lane, Suite 260  
 Downers Grove, IL 60515  
 PHONE: (630) 434-7900 | FAX: (630) 434-1333

Internet and E-Mail  
 www.AFFILIATEDINC.com  
 info@AFFILIATEDINC.com



*Preventive Maintenance  
 Agreement*

**Agreement Number:  
 20100-15**

**PRINT DATE: December 8, 2014**

**PAGE 1 of 2**

| Effective from |     |      | Effective to |     |      |
|----------------|-----|------|--------------|-----|------|
| Month          | Day | Year | Month        | Day | Year |
| 01             | 01  | 2015 | 12           | 31  | 2017 |

| Inspections<br>Annually |
|-------------------------|
| 1                       |

| Inspections scheduled for months shown below |     |     |     |     |     |     |     |     |     |     |     |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| JAN  | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| X  |     |     |     |     |     |     |     |     |     |     |     |

| Effective from | LOCATIONS: |      |        |                   |            |            |                    |            |            |                        |            |            |  |  |
|----------------|------------|------|--------|-------------------|------------|------------|--------------------|------------|------------|------------------------|------------|------------|--|--|
|                | Month      | Day  | Year   | Original #        | Location   | 2015 Price | Original #         | Location   | 2015 Price | Original #             | Location   | 2015 Price |  |  |
| 01             | 01         | 2015 | P10011 | SPORTSPLEX        | \$1,109.00 | P5764      | PUBLIC WORKS BLDG. | \$1,260.00 | P6455      | PUMPING STATION        | \$443.00   |            |  |  |
|                |            |      | P11539 | Cultural Center   | \$1,276.00 | P6455      | SALT BUILDING      | \$299.00   | P6455      | OLD VILLAGE HALL       | \$572.00   |            |  |  |
|                |            |      | P11932 | POLICE DEPARTMENT | \$1,662.00 | P6455      | ROBERTSON DAVIDSON | \$517.00   | P11717R    | Metra Stations (Qty.4) | \$2,018.00 |            |  |  |
|                |            |      | P5573  | VILLAGE HALL      | \$534.00   |            |                    |            |            |                        |            |            |  |  |
|                |            |      | P5573  | CIVIC CENTER      | \$710.00   |            |                    |            |            |                        |            |            |  |  |
|                |            |      | P5573  | REC. CENTER       | \$321.00   |            |                    |            |            |                        |            |            |  |  |
|                |            |      | P5594  | POLICE DEPT.      | \$656.00   |            |                    |            |            |                        |            |            |  |  |

**\$11,377.00**  
 Annually

**INCLUDED COVERAGE:**

**FIRE ALARM TEST AGREEMENT**

At the convenience of the Customer, Affiliated will schedule one (1) annual test and inspection of the Fire Alarm Equipment for the locations listed above. During the inspection(s), Affiliated will supply two (2) trained technicians or one (1) field technician and one (1) control panel auditor. Customer will be provided with immediate documentation of test results and will be notified of any deficiencies found during the inspection(s). Upon completion of the inspection, formal documentation of test results will be available for the customer and the local fire department. Service, repair, and replacement are available on a time and material basis unless otherwise noted. Customer will receive service call priority response over non-contract customers and access to 24-hour emergency service hotline or 365 days a year.

**FIRE ALARM FULL SERVICE**

Once 100% of the Fire Alarm Equipment has been tested by Affiliated representatives and deemed to be as 100% operative, Affiliated will then cover the labor and travel charges for all service calls due to normal Fire Alarm Equipment malfunctions from 8:00 a.m. to 4:30 p.m., Monday to Friday, except Holidays and not as a result of causes set forth in the Terms and Conditions appearing below. Upon proper authorization, any deficiencies found during testing will be repaired at no charge for labor or travel. Customer will receive service call priority response over non-contract customers, test agreement customers, and will receive access to 24-hour emergency service hotline or 365 days a year. Parts are an additional cost, unless otherwise noted. Programming of the fire alarm system is not included.

**VILLAGE OF ORLAND PARK  
 (Customer)  
 14700 RAVINIA  
 ORLAND PARK, IL 60462**

**AFFILIATED CUSTOMER SERVICE, INC.  
 (Affiliated)  
 1441 Branding Lane; Suite 260  
 Downers Grove, IL 60515  
 P: (630) 434-7900 | F: (630) 434-1333**

Authorized by: \_\_\_\_\_

Date: \_\_\_\_\_ P.O. #: \_\_\_\_\_

Company Representative: **David Jackson**  
 Phone Number: **(630) 434-7900**

**TERMS AND CONDITIONS:**

Equipment must be in good working order prior to the effective date of this agreement. Any parts or labor necessary to bring the equipment up to good working order will incur an additional charge. This agreement does not cover service and parts required due to vandalism, accidents, fire, water, storm, negligence or misuse, power failures, current fluctuations, lightning surges, Daylight Savings changes, telephone lines, repairs performed by others, repairs to waterflows, sprinklers, and halon systems, electrical wiring, or for any cause external to the equipment. Specification changes, alterations or attachments may require a change in maintenance charges. When, in Affiliated's opinion, a shop reconditioning or equipment repair is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, Affiliated will submit a cost estimate. Such work, if authorized by the customer, will be in addition to the maintenance charge. Customer is to provide a ladder, if required. Affiliated shall not be responsible for delays or inability to provide service calls due to, but not limited to, strikes, accidents, embargoes, acts of God or any other event beyond its control. When applicable, Customer is responsible for the property's fire pump during testing. This agreement will be automatically renewed for successive one-year periods.

THIS AGREEMENT IS SUBJECT TO TERMS AND CONDITIONS PRINTED ON PAGE 1 (FRONT & REVERSE) AND SUBSEQUENT PAGES.  
 QUOTE IS VALID FOR 30 DAYS. PRICES ARE SUBJECT TO CHANGE.

## TERMS & CONDITIONS

### **NO EXPRESS OR IMPLIED WARRANTIES**

The sole obligation of Affiliated under this Agreement is to inspect and, if authorized, make necessary repairs of the Equipment. Affiliated has not made or authorized any other person or party to make ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED which would impose upon Affiliated any obligation or liability, other than as expressly set forth herein, in respect to such warranties. In no event shall Affiliated be responsible for incidental or consequential damages.

### **RENEWAL**

This Agreement will be automatically renewed for successive one -year terms. Affiliated may terminate this Agreement on thirty (30) days prior written notice to the Customer, in which event Customer shall be given a credit to the extent Customer is entitled to a refund, which credit may be transferred to another prospective customer if written notice of the transfer is served on Affiliated within one hundred eighty (180) days after the termination date. Customer may terminate this Agreement before the expiration date on thirty (30) days prior written notice by paying in full all accrued charges and twenty (20%) percent of charges payable during the remainder of the term. Any waiver of the termination fee must be in writing and signed by an officer of Affiliated.

### **FEE**

Payment Terms are advanced payment or Net ten (10) days where satisfactory OPEN CREDIT IS ESTABLISHED. Affiliated reserves the right to revoke or modify any credit at its sole discretion. Delivery is F.O.B. factory. Further, in the event payment is not received according to terms, Affiliated may at its discretion, assess interest at the maximum rate allowed by law or at the rate of 1.5% per month, whichever is less. Customer also agrees to pay all costs incurred by Affiliated in pursuit of payment which is past due including, but not limited to, collection agency commissions and attorneys fees.

The billing for an extension period fee will be rendered to Customer in advance of expiration of the current term. There shall be added to all charges any taxes based on such charges, the service rendered or parts supplied pursuant hereto. Affiliated shall have the right to modify the charges of the Agreement at any time or times after the expiration of the first year from the effective date of this Agreement. If the Customer is unwilling to pay any such increase and notifies Affiliated in writing at least thirty (30) days prior to the effective date of such increase, Affiliated shall be permitted, at its sole option, to terminate this Agreement as if the term had expired. Failure to notify Affiliated in writing at least thirty (30) days prior to the effective date of increase will constitute Customer's consent to the increase and all of the other terms and conditions of this Agreement shall remain in full force and effect.

### **DEFAULT**

If Customer does not pay the fees or charges due hereunder or any additional charges: Affiliated may (a) refuse to continue the services provided for herein or (b) furnish service only on a C.O.D. "Per Call" basis. Customer shall pay the full amount of all charges, together with reasonable attorney or collection fees, if placed in the hands of an attorney or collection agency for collection.

### **LIMITATION OF LIABILITY**

Affiliated or its agents, assigns, employees, or independent contractors providing portions of service for the Customer, all hereinafter referred to as "Others", is not an insurer; but insurance, if any, shall be obtained by the Customer. Payments provided for herein are based solely on the value of the service and parts as set forth herein and are unrelated to the value of the Customer's property or the property of others located on Customer's premises. Affiliated and Others make no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences thereof from which the service is designed to detect or avert. If Affiliated or Others should be found liable for personal injury or property loss or damage due from a failure of Affiliated or Others to perform any of the obligations herein, including but limited to repair service or the failure of the Equipment in any respect whatsoever, Affiliated or Others' liability shall be limited to a sum equal to fifty (50%) percent of the Agreement total price or Two Hundred Fifty (\$250.00) Dollars, whichever is the greater, and this liability shall be exclusive. The provision of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by the Agreement, or from negligence, active or otherwise, except from sole negligence of Affiliated or Others.

### **INSURANCE**

Customer grants permission to Affiliated to enter upon its premises to perform the service to the Equipment as agreed herein. In return, Affiliated shall maintain workmen's compensation insurance and liability insurance in full force and effect. A certificate of insurance will be provided to Customer upon request. If the Customer requests additional coverage beyond Affiliated's standard Insurance Program, the Customer will pay the additional premium directly to Affiliated. For example, additional Insured for General Liability on "Primary/Non-Contributing Basis" is \$100.00; Waiver of Subrogation for General Liability is \$100.00; and Waiver of Subrogation for Workers' Compensation is subject to a Minimum of \$250.00 and can be higher depending on the size of the contract. In no event shall Affiliated be liable to indemnify Customer for damage or injury to person or property caused by or resulting from negligence of Customer, its agents or employees. Customer agrees to and shall indemnify, save, defend and hold harmless Affiliated and Others from and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause, including Affiliated or Others' performance or failure to perform and including defects in products, design, repair service, operation or non-operation of the Equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or product liability, on the part of Affiliated or Others; but this provision shall not apply to claims for loss or damage solely and directly caused by or due to the sole negligence of an employee of Affiliated or Others while on Customer's premises.

### **EMERGENCY FIELD SERVICE DOES NOT INCLUDE:**

Service and parts required due to vandalism, accidents, fire, water, storm, negligence or misuse, power failure, current fluctuations, lightning surges, Daylight Savings changes, telephone lines, repairs performed by others, repairs to waterflows, sprinklers, and halon systems, electrical wiring, or for any cause external to the Equipment. Specification changes, alterations or attachments may require a change in maintenance charges.

### **EQUIPMENT**

All Equipment to be inspected, tested, or serviced in accord with the terms and conditions of the Preventive Maintenance Agreement must be listed. Any equipment not so listed will not be inspected, tested, or serviced by Affiliated, nor is Affiliated responsible in any manner for equipment not listed. If the Customer desires Affiliated to inspect, test, or service equipment not listed, Affiliated will do so under a separate agreement and Customer will be billed at Affiliated's then prevailing rates or in accord with a written cost estimate supplied by Affiliated. Customer does hereby release, indemnify and hold harmless Contractor, its agents, servants, officers and directors from any claim, claim of lost valuables of any sort, cause of action or liability, suit or damage arising from or associated with in any manner, by operating the elevator or using the elevator controller for testing, servicing and/or maintaining the fire alarm system. Customer hereby releases and discharges Affiliated from any liability for damages or expenses of the property's peripheral equipment and bear all risks of loss or damage thereto, by whatever cause inflicted claimed to be caused during the course of our inspection including but not limited to; the HVAC units for shut down, breaker box shunt, fire and jockey pumps, elevator, and various electric equipment. Panel replacement does not include equipment or labor under the full service agreement.

### **TESTING AND INSPECTIONS:**

If the inspector's test valves or main drain valves are inaccessible or conditions are inappropriate, Affiliated will conduct a mechanical test on the water flow switches and refrain from testing the main drains. Dry systems will be tested by tripping the pressure switch. Affiliated does not provide sprinkler system certifications. All devices listed as Equipment will be tested one (1) time to verify proper functioning, unless otherwise noted. Duct detectors will be tested via remote test station when available. Heat detectors will be tested in the frequency cited in NFPA 72.

An elevator company or a trained staff member is to assist with testing any devices located in the elevator shafts and with elevator recall. Customer to coordinate with Electric Company and/or elevator company if necessary to complete the inspection. Customer is to provide access to all areas to be tested or serviced to avoid extra charges. If the Customer delays the service time for any reason or any additional trips are required beyond the normally scheduled inspection(s), this time may be billable to the customer. To properly test and maintain the fire alarm system, access codes and passwords must be provided to Affiliated prior to the first service or inspection date. If a lift or ladder is necessary to complete any service or testing, customer is to provide the lift apparatus to Affiliated. Customer to provide building occupants with proper notification of fire alarm test. Device quantities on the Equipment list are estimated. The agreement price may be adjusted for any substantial deviations between the estimated Equipment quantities listed and actual quantities. This agreement reflects all testing to be conducted during normal business hours of 8 a.m.-5 p.m., Monday through Friday, except Holidays, unless otherwise noted. This agreement does not include any programming of the fire alarm system unless otherwise noted. Any parts included in this agreement will be replaced when the part is deemed by Affiliated as inoperable. Any requested variations from Affiliated's normal testing procedures might result in an additional charge.

### **GENERAL**

Affiliated shall not be responsible for delays or its inability to provide service calls due to, but not limited to, strikes, accidents, embargoes, acts of God or any other event beyond its control. This Agreement constitutes the entire contract between Affiliated and Customer with respect to service of the Equipment and no representation or statement not expressed herein shall be binding on Affiliated. In the event that any provision of this Agreement is found to be unenforceable, all other terms shall remain in full force and effect. It is understood and agreed that if there is any conflict between this Agreement and Customer's purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is executed prior or subsequent to the Agreement. This Agreement is not assignable by the Customer unless such assignment shall be consented to in writing by Affiliated. In the event of an emergency or system failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time of the emergency or failure until such time as Affiliated notifies the Customer that the system is operational or the emergency has been cleared. This Agreement shall be binding and inure to the benefit of Affiliated, the Customer, and their respective managements and their successors and permitted assigns.

DATE: December 15,  
2014

## **REQUEST FOR ACTION REPORT**

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File Number: **2014-0740**  
Orig. Department: **Parks & Building Maintenance Department**  
File Name: **Automatic Building Controls, Inc. - Contract**

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### **BACKGROUND:**

We have received a three year extension proposal contract for the HVAC Facility Management System from Automatic Building Controls, Inc. (ABC). The control system was fabricated by ABC to monitor our HVAC systems. The software used to control as well as hardware to monitor were all custom created by this company. This company has managed our system successfully for the past thirteen (13) years. The following buildings are covered under this contract: Orland Park Police Headquarters, Village Complex and Sportsplex. The contract starts January 1, 2015 and continues until December 31, 2017, at a cost of \$5,304.00 per year, per facility for 2015 and 2016 and \$5,410.00 per year, per facility for 2017. The total cost per year for 2015 and 2016 is \$15,912, and \$16,230.00 for 2017.

### **BUDGET IMPACT:**

Building Maintenance Account # 010-1700-443610 - \$10,608 for 2015 & 2016 and \$10,820 for 2017 and Sportsplex Account #283-4007-443610 - \$5,304 for 2015 and 2016 and \$5,410 for 2017.

### **REQUESTED ACTION:**

I move to recommend to approve accepting the contract from Automatic Building Controls, Inc., at a cost not to exceed \$15,912 for 2015 & 2016 and \$16,230 for 2017.

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**PREFERRED SERVICE PLAN**

**Agreement: Village of Orland Park**  
**Proposal Date: December 9, 2014**

**BY AND BETWEEN:**

**AUTOMATIC BUILDING CONTROLS**  
 3315 Algonquin Road  
 Rolling Meadows, Illinois 60008

**AND**

**VILLAGE OF ORLAND PARK**  
 14700 Ravinia Avenue  
 Orland Park, Illinois 60462

*This proposal is firm for 60 days and shall include the selected Facility Management System Services, Labor Rates, and the Terms and Conditions of sale.*

**SCOPE OF SERVICES:**

- Quarterly (4) half-day visits by a qualified representative for purposes of customizing and enhancing the DDC programming, inspection/calibration, preventative maintenance, and hands-on operator training per year;
- Twenty-four (24) hours of unscheduled engineering labor to be used at the discretion of the Village of Orland Park personnel during regular business hours;
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- Preferred Customer rates for any additional projects, services, and materials for the **Alerton Technologies Facility Management System** and associated components as installed by Automatic Building Controls LLC at

**Frederick T. Owens Village Hall**  
**Orland Park Civic Center**  
**Franklin E. Loebe Recreation Center**

**SERVICES SHALL COMMENCE: January 1, 2015** and continue for until **December 31, 2017**  
**CHARGES:** The total charges for the services defined above are **\$5,304.00** per year for the first two (2) years. There will be a 2% increase for the third year for a total of **\$5,410.00**

**PREFERRED BILLING:** (An invoice will be issued in advance on the first day of the period)

Please choose from the following payment options:

\_\_\_\_\_ Annually      or      \_\_\_\_\_ Quarterly      or      \_\_\_\_\_ Semi Annually

**Proposed by:**

**Accepted by:**

**AUTOMATIC BUILDING CONTROLS, LLC**

**VILLAGE OF ORLAND PARK**

Rolly Persenico \_\_\_\_\_  
 Name

\_\_\_\_\_  
 Client Name

*Rolly Persenico* \_\_\_\_\_ 12/9/14  
 Signature Date

\_\_\_\_\_  
 Signature Date

**PREFERRED SERVICE PLAN FOR**

**VILLAGE OF ORLAND PARK**

**Orland Park, Illinois**

**ALERTON TECHNOLOGIES**  
**FACILITY MANAGEMENT SYSTEM**

## FACILITY MANAGEMENT SYSTEM SERVICES

### Village of Orland Park

#### PRIMARY SERVICES

- Account Manager** - A designated Account Manager will be responsible for your total Customer satisfaction. Your Account Manager will provide or supervise the designated services and consult with you to meet your unique needs and objectives.
- System and Service Review** - Automatic Building Controls will hold an annual, formal review upon request of you or your staff to discuss the services performed during the past year and to recommend improvements and options to enhance system performance, resolve operational problems, and to meet your changing needs and objectives.
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This service requires the necessary on-line equipment to enable our personnel to remotely log-on to your system via regular voice grade phone line. Owner shall be responsible for installation and maintenance of voice-grade phone line.
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## PREFERRED SERVICE PLAN

**Agreement: Village of Orland Park**  
**Proposal Date: December 9, 2014**

### BY AND BETWEEN:

**AUTOMATIC BUILDING CONTROLS**  
3315 Algonquin Road  
Rolling Meadows, Illinois 60008

AND

**VILLAGE OF ORLAND PARK SPORTS PLEX**  
14700 Ravinia Avenue  
Orland Park, Illinois 60462

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### VILLAGE OF ORLAND PARK SPORTSPLEX

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**Proposed by:**

**AUTOMATIC BUILDING CONTROLS, LLC**

Rolly Persenico  
Name

*Rolly Persenico*  
Signature

12/9/14  
Date

**Accepted by:**

**VILLAGE OF ORLAND PARK**

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Automatic Building Controls, LLC  
efficiency. performance. sustainability.

a member of **The Totus Group, LLC**

**PREFERRED SERVICE PLAN FOR**

**VILLAGE OF ORLAND PARK**

**Orland Park, Illinois**

**ALERTON TECHNOLOGIES**  
**FACILITY MANAGEMENT SYSTEM**

## FACILITY MANAGEMENT SYSTEM SERVICES

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**PREFERRED SERVICE PLAN**

**Agreement: Village of Orland Park  
Proposal Date: December 9, 2014**

**BY AND BETWEEN:**

**AUTOMATIC BUILDING CONTROLS**

3315 Algonquin Road  
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**AND**

**VILLAGE OF ORLAND PARK PD**

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**VILLAGE OF ORLAND PARK POLICE HEADQUARTERS**

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**Proposed by:**

**AUTOMATIC BUILDING CONTROLS, LLC**

Rolly Persenico  
Name

*Rolly Persenico*      12/9/14  
Signature      Date

\_\_\_\_\_  
Title

**Accepted by:**

**VILLAGE OF ORLAND PARK**

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Signature      Date

\_\_\_\_\_  
P.O.

**PREFERRED SERVICE PLAN FOR**

**VILLAGE OF ORLAND PARK PD**

**Orland Park, Illinois**

**ALERTON TECHNOLOGIES**  
**FACILITY MANAGEMENT SYSTEM**

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### Village of Orland Park

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DATE: December 15,  
2014

## **REQUEST FOR ACTION REPORT**

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File Number: **2014-0732**  
Orig. Department: **Recreation Department**  
File Name: **Winter/Spring 2015 Program Guide - Distribution**

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### **BACKGROUND:**

The Village has budgeted for the distribution of the Winter/Spring 2015 Program Guide in the Orland Park Prairie. The final cost to mail 23,750 brochures to residents through 22nd Century Media, LLC (Orland Park Prairie) is \$6,842.00; based on the brochure weight of 7.54 oz. Additional printed brochures will be made available to the public at Village facilities.

### **BUDGET IMPACT:**

This item is included in the Fiscal Year 2014 budget account 283-4001-441600 RP-0000

### **REQUESTED ACTION:**

I move to recommend to the Village Board to approve payment to 22nd Century Media, LLC in the amount of \$6,842.00.