



Total Parking Solutions Inc.

Flowbird WebOffice Monitoring Contract for
Multi-Space Parking Terminals
Village of Orland Park

Commencement Date: January 1st, 2026

Customer: Village of Orland Park
14700 Ravinia Ave.
Orland Park, IL 60462

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

Principle Objective:

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

Contract type:

This contract shall provide for Flowbird WebOffice Web-Based monitoring system for Pay by Space terminals at the specified locations in the Village of Orland Park.

Support:

Total Parking Solutions, Inc. will provide support for the delivery of service as provided by the network provider. In the event modems and hardware devices fail, replacement will be within 24 hours of malfunction. Included is the monitoring of all pay stations within this agreement by TPS staff. Any and all machine alarms received over WebOffice shall be reported to the Village of Orland Park and a TPS technician will be dispatched within 24 hours if necessary.

Service Reporting and Technical Support:

Any and all service calls will be reported to our service department of Total Parking Solutions, Inc. Total Parking Solutions will provide telephone assistance to Village staff at no charge. The Village can contact Total Parking Solutions via phone or email at service@totalparking.net or 630-241-1984 x102.

Term of Contract:

Invoicing shall be for one year. Term of this contract shall be for a period of 1 year beginning January 1, 2026 with an expiration date of December 31, 2026. As this contract is binding, Total Parking Solutions, Inc. will allow the termination of this contract due to the inability of Total Parking Solutions to provide adequate service as agreed upon. This cancellation will require a written ~~60~~ 15-day notice prior to termination.

Termination; Remedies:

Notwithstanding any other provision hereof, the Village may terminate the Agreement at any time, for any reason upon fifteen (15) days prior written notice to Total Parking Solutions, Inc. In the event that the Agreement is so terminated and Total Parking Solutions, Inc. is not in default or breach of this Agreement, Total Parking Solution, Inc. shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination.

Indemnity:

- A. To the fullest extent permitted by law, Total Parking Solutions, Inc. hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by Total Parking Solutions, Inc. its employees, or subconsultants, or which may in anyway result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, Total Parking Solutions, Inc. shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, Total Parking Solutions, Inc. shall, at its own expense, satisfy and discharge the same.
- B. Total Parking Solutions, Inc. expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by Total Parking Solutions, Inc. shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Total Parking Solutions, Inc. agrees that to the extent that money is due, Total Parking Solutions, Inc. by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless Total Parking Solutions, Inc. its officers, directors, employees and subconsultants (collectively, Total Parking Solutions, Inc.) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's sole negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. The provisions of this Paragraph shall survive any termination of the Contract.

Price Deviations:

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

*In the event the Village decides to make an adjustment to their operations at any/all Metra station parking lots with the removal of a pay station(s), the amount below would be adjusted lower and noted to reflect the change.

Execution of Agreement by:



Title: Midwest Regional Sales Manager

For: Total Parking Solutions, Inc.

and

Execution of Agreement by:

Title: **George Koczvara, Village Manager**

For: Village of Orland Park, IL

Date of Execution:

Specify Number of Years: **1 Year Agreement**
January 1, 2026 – December 31, 2026

Rate Schedule

Description of Service: Provide Flowbird WebOffice web-based monitoring system wireless communication, support, and monitoring of pay stations.

Number of Terminals: Fourteen (14) Flowbird multi-space parking terminals located at the three Orland Park Metra Stations.

Annual Cost: **2026 - \$ 10,920.00**