



Total Parking Solutions Inc.

Service & Maintenance Contract for
Parking Terminals
Village of Orland Park

Commencement Date: January 1, 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 service and maintenance of Pay by Space terminals at the specified locations and defined as ***Quarterly Preventative Maintenance including 100% Parts and Labor.***

***Contract does not cover damage to terminals or malfunction caused by vandalism, Acts of God, or owner/operator negligence.**

Preventative Maintenance:

Standard preventative maintenance inspections will be conducted quarterly and will include internal and external cleaning of all terminals covered by this contract. Inspection of all mechanical operations, calibration and lubrication of the terminals as per attached detailed list to ensure optimum operating capability.

Customer Responsibilities:

Total Parking Solutions, Inc. will provide for training to individuals specified by the Village. This training will allow for the customer to clear note, coin, card, or receipt paper jams, replace receipt paper and determine machine faults in reporting service issues to Total Parking Solutions service department. These types of repairs will be known as "First Line Maintenance".

Total Parking Solutions, Inc. shall provide follow-up training for repair, collection, and WebOffice in the event it is necessary for refreshers and/or new Village hires. Training shall be requested to be scheduled with a minimum of one week advance notice.

In the event a service call is initiated by the Village and service is rendered by TPS to resolve any of the above mentioned "First Line Maintenance" issues the Village will be billed at the standard rate of \$ 150.00 per hour.

Service Calls:

Total Parking Solutions, Inc. will operate under a maximum 24-hour response cycle from 7:30 am until 5:00 pm Monday through Friday. After hours and weekend service is available to the customer and will be invoiced as additional to the contract at the following rates:

Standard Rate when applicable	\$ 150.00 per hour / 2 hour minimum
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Friday from 4:00 pm until Monday at 7:30 am	\$300.00 per hour / 2 hour minimum
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*Emergency service will be billed as a portal-to-portal call out.

Service Reporting and Technical Support:

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. Total Parking Solutions can be contacted via phone or email at service@totalparking.net or 630-241-1984 x102.

WebOffice subscribers shall have their machines monitored daily each weekday morning via WebOffice by TPS technical support. Any peculiarities in machine activity shall be reported to Village staff for investigation.

Replacement Parts:

Total Parking Solutions will guarantee that all parts provided being exchanged will be original manufacturer parts and no substitutions will be used.

Term of Contract:

The term of this contract shall be for a period of 1 year beginning January 1st, 2026. In the event the Village decides to replace the pay stations prior to the expiration of this agreement, Total Parking Solutions, Inc. shall either apply the remaining balance to the purchase of new stations or issue a refund, whichever is decided by the Village.

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. owbird 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 operation at any/all Metra station parking lots with the removal of a pay station(s), the amounts 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: Quarterly preventative maintenance inspections including 100% parts and service. Service is not limited to any number of call outs over any time period that do not include first line maintenance issues as previously described under “Customer Responsibilities”.

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

Annual Cost: **2026 - \$ 19,320.00**

These rates shall be honored for the term of this contract and will be billed annually on January 1st of 2026.

PREVENTATIVE MAINTENANCE INSPECTION DETAIL

Total Parking Solutions will perform the following maintenance tasks during all preventive service and maintenance visits:

- Clean and inspect tension and connectivity of all cable connections
- Remove and clean coin validator
- Remove and clean bill acceptor and inspect belts and rollers for wear
- Remove and clean printer moving parts and thermal printing head
- Inspect and clean card reader read heads with alcohol impregnated pads
- Inspect receipt paper sensor and armature, adjust if necessary
- Electronic systems diagnostics check
- Conduct sensitivity check of the coin inlet sensor, adjust if necessary
- Check soundness of door gaskets / Check for any evidence of moisture entering the machine
- Conduct a general housekeeping interior housing of machine
- Clean exterior of cabinet and remove any unauthorized stickers or graffiti
- Test the charging voltage being received at the battery
- Inform customer of parts in need of replacement and replace parts