



G4S Secure Integration
1200 Landmark Center
Suite 1300
Omaha, NE 68102

Telephone: 855-447-8721
Fax: 402-233-7650
info.secureintegration@usa.g4s.com
www.g4s.us

April 7, 2017

Village of Homer Glen
14933 South Founders Crossing
Homer Glen, Illinois 60491

**Subject: CPI Rate Increase for Services Agreement dated April 13, 2016
JULIE One-Call ticket screening, dispatching, and emergency on-call services**

Dear Mr. Walkowski:

The Consumer Price Index for All Urban Customers (CPI-U), US City Average, All Items has increased this year to 2.1%. The change in pricing will be as follows:

	<u>2016</u>	<u>2017</u>
Screening Ticket -	\$1.94	\$1.98
Locates Facilities-	\$51.50	\$52.58
Emergency On Call-	\$103.35	\$105.52

Sincerely,

Jeff Dechant
Contracts Manager

Copy: Jen Dolman
Al Herrera
Chris Roberts

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into this 13th day of April, 2016, by and between G4S Secure Integration LLC ("Provider"), a Delaware limited liability company, whose principal office is located at 1200 Landmark Center, Suite 1300, Omaha, Nebraska 68102, and the Village of Homer Glen ("Village") whose principal office is located at 14933 South Founders Crossing, Homer Glen, Illinois 60491.

RECITALS

WHEREAS, Village desires that Provider perform JULIE One-Call ticket screening, dispatching, and emergency on-call services for Village's system starting on May 1, 2016; and

WHEREAS, Provider desires to perform such JULIE One-Call ticket screening, dispatching, and emergency on-call services for the Village.

NOW THEREFORE, it is agreed as follows:

1. **THE SERVICES.** Provider agrees to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform JULIE One-Call ticket screening, dispatching, and emergency on-call services ("Services") in accordance with the terms and conditions of this Agreement, all as more fully described in the Scope of Work, attached hereto and marked as **Exhibit A**.
2. **THE SYSTEM.** Village's system is located along various portions of right-of-way, which are more fully described in the attached **Exhibit B**.
3. **TERM.** The term of this Agreement ("Term") shall commence upon its execution by both parties and continue until April 30, 2017, automatically renewing thereafter for additional one-year periods, unless terminated earlier in accordance with the provisions hereof. Each one-year extension shall be subject at Provider's discretion to an escalation of the unit price in accordance with the Consumer Price Index for All Urban Customers (CPI-U), US City Average, All Items. This Agreement may be terminated for convenience by either party, at any time, upon sixty (60) days' advance written notice to the other party.
4. **PAYMENT.** Village shall compensate and make payment to Provider for Services satisfactorily rendered at the rates and frequency specified in **Exhibit C**.
5. **CHANGES.** Village and Provider may, by mutual agreement, make changes in, additions to, or deletions from the Services; and Provider shall promptly proceed with the performance of the Services as so changed. The price and time for performance shall be equitably adjusted to compensate for increased or decreased costs of performance or time for performance resulting from such changes, additions, or deletions.
6. **SAFETY.** Provider shall take all reasonable safety precautions pertaining to the Services. Without limiting the generality of the foregoing, Provider shall comply with all applicable laws, ordinances, rules, regulations and orders issued by any public or environmental agency, body, or authority, whether federal or otherwise, including, but not limited to, occupational safety and health legislation.
7. **INSURANCE.** Prior to commencement of the Services, Provider shall procure (and at all times thereafter maintain) the following minimum insurance coverages, protecting Provider and Village against liability from damages because of injuries (including death) suffered by persons (including employees of Provider) and liability from damages to property arising from and growing out of Provider's operations (including its subcontractors' and suppliers' operations) in connection with the performance of this Agreement:

<u>TYPE OF COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
a. Workman's Compensation	Statutory
b. Employers' Liability	\$500,000 per accident, per disease and aggregate for disease including voluntary compensation
c. General Liability (including completed operations, blanket contractual liability, broad form property damage, including completed operations, personal injury, and coverage for explosive, collapse or underground damage hazards)	\$1,000,000 per occurrence/ \$2,000,000 annual general aggregate
d. Automobile Liability	\$1,000,000 combined single limit per accident
e. Excess Liability	\$4,000,000 combined single limit per occurrence and aggregate

Village and such other persons as are reasonably requested by Village shall be listed by endorsement as an Additional Insured on Provider's policies shown in Items 6.c, 6.d, and 6.e above with regard to the Services. The foregoing coverages shall be primary, and shall not require contribution from Village. Provider may provide the coverages through the use of a primary liability policy or through a combination of primary liability and umbrella liability policies; however, the total limits of liability shall not be less than the limits set forth in this subsection.

8. **INDEMNITY.** Each party shall protect, defend, indemnify, and hold harmless the other party and its subsidiaries, affiliated companies, co-agents and joint venturers (if any), and their respective officers, directors, agents, and employees from and against all claims, demands, and causes of action asserted by any party (including, but not limited to, employees of Provider and Village) that arise out of or are related to the Services, and are caused by or arise out of the party's negligent acts or omissions, willful misconduct, or breach of this Agreement.

If Provider or its owners, employees or agents have any liability to Village for any loss to the extent relating to property damage, such liability shall in all cases whatsoever and to the extent permitted by any applicable law, be limited to the payment by Provider on its own behalf and on behalf of its owners, employees or agents, of an amount which shall not exceed Two Million Dollars (\$2,000,000) in respect of any one event or series of related events attributable to one cause.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW NEITHER PROVIDER NOR VILLAGE SHALL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, GOODS OR SERVICES, COST OF CAPITAL, GOVERNMENTAL AND REGULATORY SANCTIONS, AND CLAIMS OF CUSTOMERS FOR SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF PROVIDER FOR ALL CLAIMS, LOSSES, DAMAGES, AND EXPENSES RESULTING IN ANY WAY FROM THE PERFORMANCE OF THIS AGREEMENT, SHALL NOT BE GREATER THAN THE COMPENSATION RECEIVED UNDER THIS AGREEMENT.

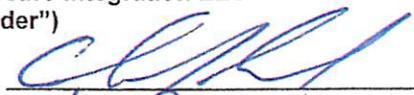
9. **ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement or the validity, interpretation, enforceability or breach of this Agreement will be submitted to arbitration in

Omaha, Nebraska, in accordance with the then-existing rules of the American Arbitration Association, and judgment upon the award rendered in any such arbitration may be entered in any court having jurisdiction.

10. NOTICE. Any notice required to be given pursuant to this Agreement will be deemed given: (a) when given in person, or (b) on the third calendar day after it is sent by facsimile, express delivery service, or registered or certified mail to Village at 14933 South Founders Crossing, Homer Glen, Illinois 60491 (fax 708/301-8407) or, if to Provider, at 1200 Landmark Center, Suite 1300, Omaha, NE 68102 (fax 402/233-7582), Attention: President and General Counsel or to such other address and telephone number as designated by either party in writing.
11. INDEPENDENT PROVIDER. The parties agree that, in connection with the Services to be performed under this Agreement, Provider is acting as an independent agent and, as such, is subject to all applicable federal, state and municipal laws and regulations relating to employees generally, and in particular to employment taxes, insurance contributions, payment of wages, withholding taxes, and the keeping of records in connection therewith.
12. SOLICITATION. At all times during the term of this Agreement and for a period of one (1) year following termination for any reason whatsoever, whether voluntary or involuntary, with or without cause, each party agrees that it will not, directly or indirectly, for itself or on behalf of any person, entity, firm, organization, association, partnership, corporation, or otherwise, solicit or contact any employees or customers of the other party for the purposes of inducing them to terminate their employment or contractual agreements with the other party or to become employees, independent providers or customers of any other person, entity, firm, organization, association, partnership, or corporation without the prior written consent of the other party.
13. GOVERNING LAW. This Agreement shall be governed by the laws of Nebraska, without regard to its conflict of laws rules.
14. ENTIRE AGREEMENT. The foregoing constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject matter hereof. This Agreement may be amended only by an instrument executed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Services Agreement by their proper officers or duly authorized agents.

G4S Secure Integration LLC
("Provider")

By: 

Name: Chris Roberts

Title: Regional Manager

Date: 5/11/16

Village of Homer Glen
("Village")

By: 

Name: GEORGE YORKICH

Title: MAYOR

Date: 05/02/2016

EXHIBIT A

SCOPE OF WORK

Provider shall provide call screening, dispatching, locating, and emergency on-call services for the Village on its system located in Homer Township, Will County, Illinois and described in Exhibit B in accordance with normal industry standards and the provisions of this Agreement, as more specifically set forth below.

Services shall include:

1. Receiving, screening and, as required, dispatching all utility locate requests received from Joint Utility Locating Information for Excavators (JULIE) for Village's system. During the screening process, Provider will determine if the excavation proposed in the JULIE ticket(s) is in conflict with Village's system. If a conflict exists, Provider will dispatch a technician to the area to mark the facilities. Provider shall provide the Services 24 hours per day, 7 days per week, and 365 days per year.
2. Providing the appropriate number of qualified field operations technicians to perform the locating services.
3. Performing all required locates within two (2) business days of receipt of a dig ticket.
4. Performing all required locates pursuant to JULIE's regulations.
5. Taking photos of all locates.

Provider shall also provide emergency on-call screening and locating services. Emergency on-call services are defined as those provided outside of Provider's normal business hours of Monday through Friday 7:00 AM to 3:30 PM, plus those provided on weekends and on the holidays listed below. Emergency on-call services shall include:

1. Providing a qualified field operations technician 24 hours per day, 7 days per week to monitor all out-of-hours locate requests. The technician will be equipped with "duty" cell phone and backup pager to receive out-of-hours calls.
2. Performing all out-of-hours locates within the allotted time frame.
3. Performing all out-of-hours locates pursuant to JULIE regulations.

Holidays:

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

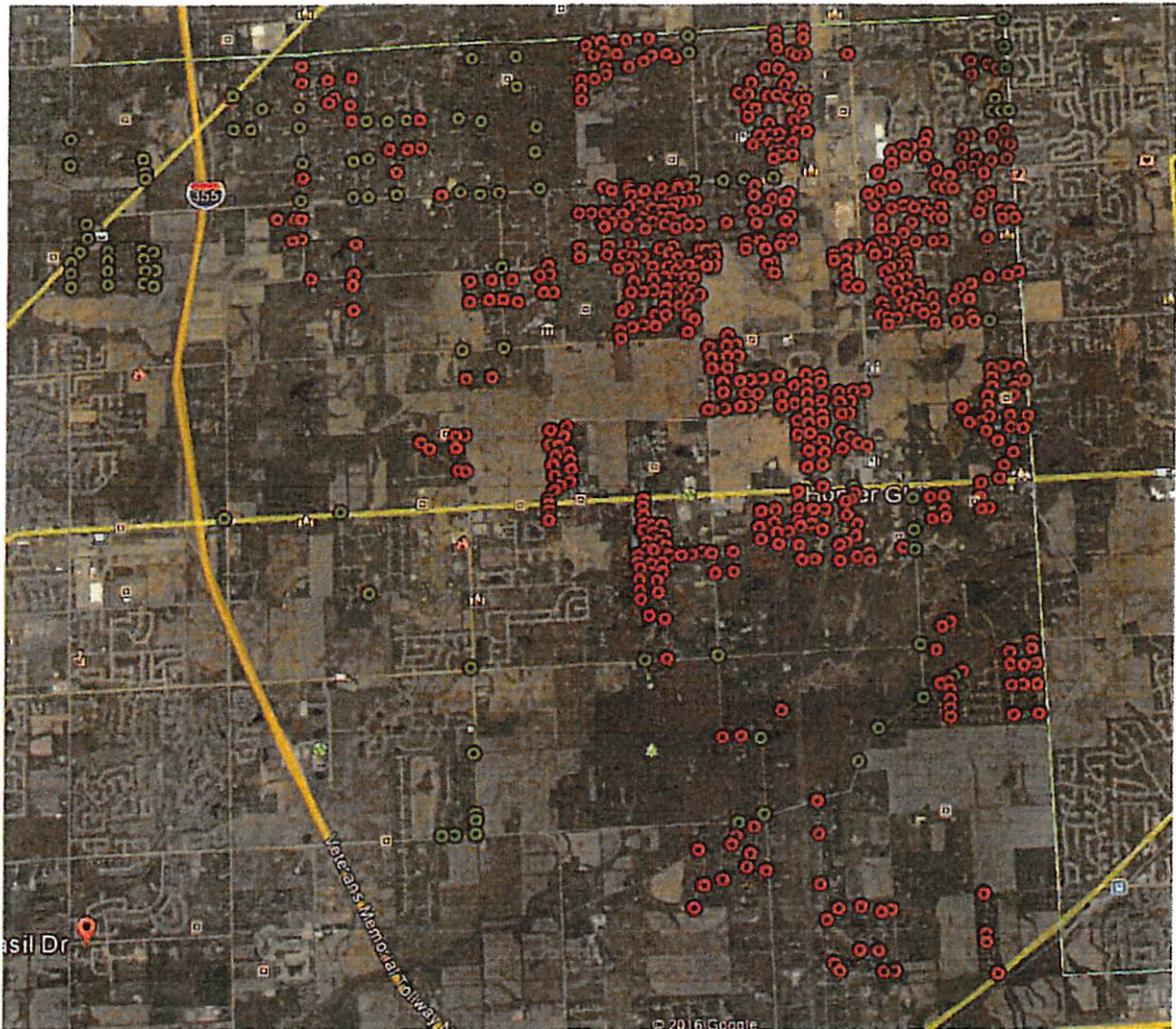
Prior to the commencement of the Services, the Village shall furnish Provider with an overview map of the system, a complete listing of the facilities in the system, and a set of drawings for the system described in Exhibit B. The Village shall also make as-built drawings available to Provider on an as-needed basis. Provider shall rely on such map, listing, drawings, and as-built drawings in the performance of the Services and shall not be liable for any discrepancies, errors, or omissions found therein.

Provider will notify the Village of all joint meets and long-term construction projects that affect the Village's system. Upon request, Provider can provide a representative to attend joint meets and monitor progress of long term construction projects on an hourly rate basis.

EXHIBIT B

SYSTEM

The Village's system is defined as the street light facilities located within the corporate boundaries of the Village, as identified on the attached map titled "Homer Glen Subdivisions". Said street light facilities are more specifically identified in the following map, where red dots represent buried feeds that need to be located and green dots represent aerial feeds that do not need to be located.



Homer Glen Subdivisions

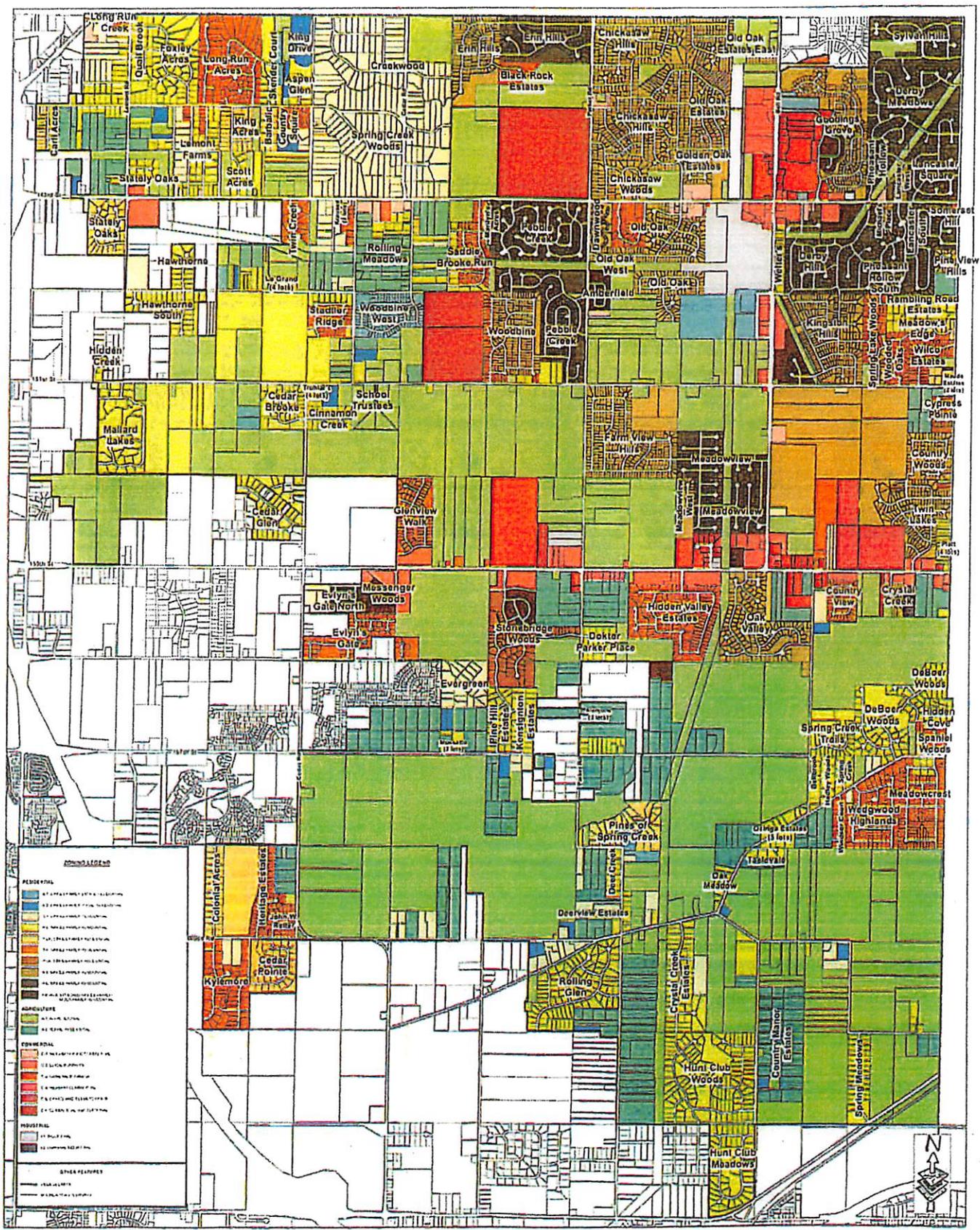


EXHIBIT C

PRICING AND PAYMENT TERMS

Provider's unit rates for the Services are as follows:

Description	Unit of Measure	Unit Price
Screen tickets	Ticket	\$1.94
Locate facilities	Dispatch	\$51.50
Emergency on-call services	Dispatch	\$103.35

The "Screen tickets" price includes all labor, equipment, and overhead necessary to receive, screen and, if necessary, to dispatch utility locate requests issued by JULIE for the underground facilities. The price does not include the per ticket fee charged by JULIE. Village shall pay the annual assessment fee directly to the JULIE Illinois One-Call System for its ticket fees.

The "Locate facilities" price includes the labor, equipment, paint, flags, misc. supplies, and overhead necessary to locate underground facilities that are deemed to be in conflict. The "Emergency on-call services" price includes these same items when performed outside of Provider's normal business hours, on weekends, or on the holidays, as described in Exhibit A.

Invoicing:

Provider shall submit invoices for completed Services to Village, and such invoices shall be due and payable within thirty (30) days of the date of invoice. Any invoiced amount, or portion thereof, for which payment has not been received within such time, shall be deemed past due. Past due amounts shall bear interest at a rate pursuant to the Illinois Local Government Prompt Payment Act {105 IL CS 5/10-20. 19b and 50 ILCS 505/1 et seq.}. Provider shall have the right to terminate this Agreement for nonpayment of any portion of any amount due under this Agreement upon ten (10) days prior written notice to Village.