

THIRD AMENDMENT TO SERVICES AGREEMENT
BETWEEN VILLAGE OF GLENVIEW AND BAXTER & WOODMAN, INC.

THIS THIRD AMENDMENT TO THE SERVICES AGREEMENT (“Third Amendment”) is made and entered into as of the _____ day of _____, 2012, by and between the Village of Glenview, an Illinois home rule municipality (“Glenview”), and Baxter & Woodman, Inc., an Illinois corporation (“B&W”).

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth in this Third Amendment, the receipt and sufficiency of which are hereby acknowledged and agreed to by Glenview and B&W, the parties agree as follows:

RECITALS

A. On April 5, 2010, Glenview and B&W entered into a Services Agreement (the “Agreement”), whereby B&W agreed to provide Glenview with certain services relating to consulting and project management (the “Services”), as more fully set forth in the Agreement and the attachments thereto.

B. Glenview and B&W desire to amend the terms of the Agreement relating to the scope of the Services and other issues relating thereto.

IN CONSIDERATION OF THE RECITALS and mutual covenants and agreements set forth in this Third Amendment, the parties agree as follows:

1. RECITALS. The foregoing recitals are hereby incorporated into this Third Amendment.

2. CONSULTANT SERVICES.

a. Section 1.5 of the Agreement is hereby stricken in its entirety, and replaced by the following:

1.5. Director and Assistant Directors.

1.5.1. Upon execution of this Agreement, B&W designated Kevin Sutherland as B&W’s director of the Services (the “Director”). B&W agrees that Sutherland shall remain in the position of Director until at least June 30, 2012. Thereafter, B&W shall designate Louis D. Haussmann to serve as Director, and Glenview hereby acknowledges that Haussmann is satisfactory to render such service. The Director shall be primarily responsible for delivery of Services and communication with Glenview management, as well as oversight of designated contractors and subcontractors, and management of technical issues.

1.5.2. The parties acknowledge that B&W has the right to designate Assistant Directors to work with the Director, at no additional cost to Glenview and subject to the provisions of paragraph 1.8 of the

Agreement, in order to complete the delivery of Services and communicate with Glenview in the Director's absence. B&W hereby designates William Sprague and Greg Boldt to serve as Assistant Directors. No later than June 30, 2012, Sprague and Boldt shall assume responsibility for day-to-day operations and oversight of contracts under this Agreement. To that end, one of Sprague or Boldt shall be on site in Glenview every business day, for the entire business day. Further, the Water Operations function shall be provided by Robyn Doescher and Jerry Bever through July 31, 2012, after which a replacement for Doescher, acceptable to Glenview, will be identified. Bever will continue to provide Water Operations function after July 31, 2012.

1.5.3. The parties agree that B&W shall provide Glenview with executive staff consistent with the organizational chart attached to this Third Amendment, and incorporated by reference herein, as Attachment 1.

- b. Section 1.8 of the Agreement is hereby stricken in its entirety, and replaced by the following:

1.8. Replacement: Glenview shall, at its sole discretion, be entitled to have B&W replace the Director, Assistant Director, any Consultant, employee, or Contractor (including any employee thereof) of B&W during the Term of this Agreement, consistent with the provisions of paragraphs 3.9 and 3.10.

- c. Section 2.7 of the Agreement is hereby stricken in its entirety, and replaced by the following:

2.7. Reassignment of Director: The parties agree that stability in the position of Director is vital to the success of the implementation of the Services. Therefore, in the event Haussmann is reassigned by B&W to another position, or is terminated without cause, prior to three (3) years from the date of execution of this Third Amendment, B&W agrees to give Glenview a credit against payment for B&W's Services in the amount of One Hundred Fifty Thousand and NO/100 Dollars (\$150,000.00) (the "Reassignment Credit"). The parties agree that the Reassignment Credit is a fair and reasonable estimation of damages which Glenview would suffer in such an event. B&W shall not be liable for payment of the Reassignment Credit if the Director is removed from the position for any reason other than as specified in this paragraph.

- i. B&W shall provide Glenview with not less than one hundred eighty (180) days written notice of such reassignment and/or termination without cause, and the Director who is to be reassigned and/or terminated without cause shall, prior to such reassignment, be

responsible for training his/her successor, and otherwise working to ensure an orderly transition.

- ii. In such an event, the parties agree to use good-faith efforts to review and renegotiate the pricing for the Services (set forth in Attachment A to the Agreement), based on the replacement of such personnel.
- d. Section 2.8 of the Agreement is hereby stricken in its entirety, and replaced by the following:

If Haussmann voluntarily leaves the employment of B&W, or is terminated by B&W for cause, prior to three (3) years from the date of execution of this Third Amendment, the parties agree that Glenview shall, in its sole discretion, be entitled to select a B&W employee and/or member of its existing Board of Directors to serve as Director for the balance of the Term. In the event Glenview determines, in its sole discretion, that there is no acceptable candidate to replace Haussmann as Director, Glenview shall have the right to terminate the Agreement upon thirty (30) days notice.

- e. Services To Be Removed or Competed.
- i. B&W hereby agrees and acknowledges that Glenview is able to perform certain services currently included in the Agreement's scope of services and set forth in Attachment 2 of the Third Amendment (the "Services To Be Removed"). B&W shall fully cooperate with Glenview to remove the Services To Be Removed from the Agreement and reassign these services to Glenview within thirty (30) days of the execution of this Third Amendment, and shall revise its billing to Glenview accordingly.
 - ii. B&W hereby agrees and acknowledges that Glenview, due to known and potential transition of personnel at B&W, and to ensure Glenview is getting the best service in the most cost-effective manner, intends to issue a Request for Proposal and solicit proposals for certain services currently included in the Agreement's scope of services and set forth in Attachment 3 of the Third Amendment (the "Services To Be Competed"). B&W will be permitted, but is not required, to participate in the proposal process for these services.
 - iii. The Village intends to complete the proposal process and make a contract award no later than November 7, 2012. As of that date, if B&W is not the successful proposer, the Services To Be Competed may be stricken from Attachment A by Glenview in its sole discretion. If no services are stricken, B&W shall continue to provide all services pursuant to the Agreement. If services are stricken B&W shall continue to provide all other services pursuant to the Agreement, and shall revise its billing to Glenview accordingly.

iv. During the proposal process, B&W will continue to fully perform all the services set forth in Attachment A to the Agreement.

3. TERM AND TERMINATION. Section 4.3.1 of the Agreement is hereby stricken in its entirety, and replaced by the following:

Glenview shall have the right to cancel and terminate this Agreement for any reason by providing B&W sixty (60) days advance written notice thereof.

4. NOTICES. Any notices sent to B&W pursuant to Section 9 of the Agreement shall be to the attention of Louis D. Hausmann.

5. ENTIRE AGREEMENT. In all respects other than those set forth in this Third Amendment, the Agreement shall remain in full force and effect.

6. COUNTERPARTS. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and when taken together shall constitute the entire agreement between the parties.

7. HEADINGS. The headings and titles used herein are for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Agreement on the dates set forth below, to be effective as of the date first set forth above.

THE VILLAGE OF GLENVIEW, an Illinois
home rule municipality

BAXTER & WOODMAN, INC., an Illinois
corporation

By: _____
Its: _____

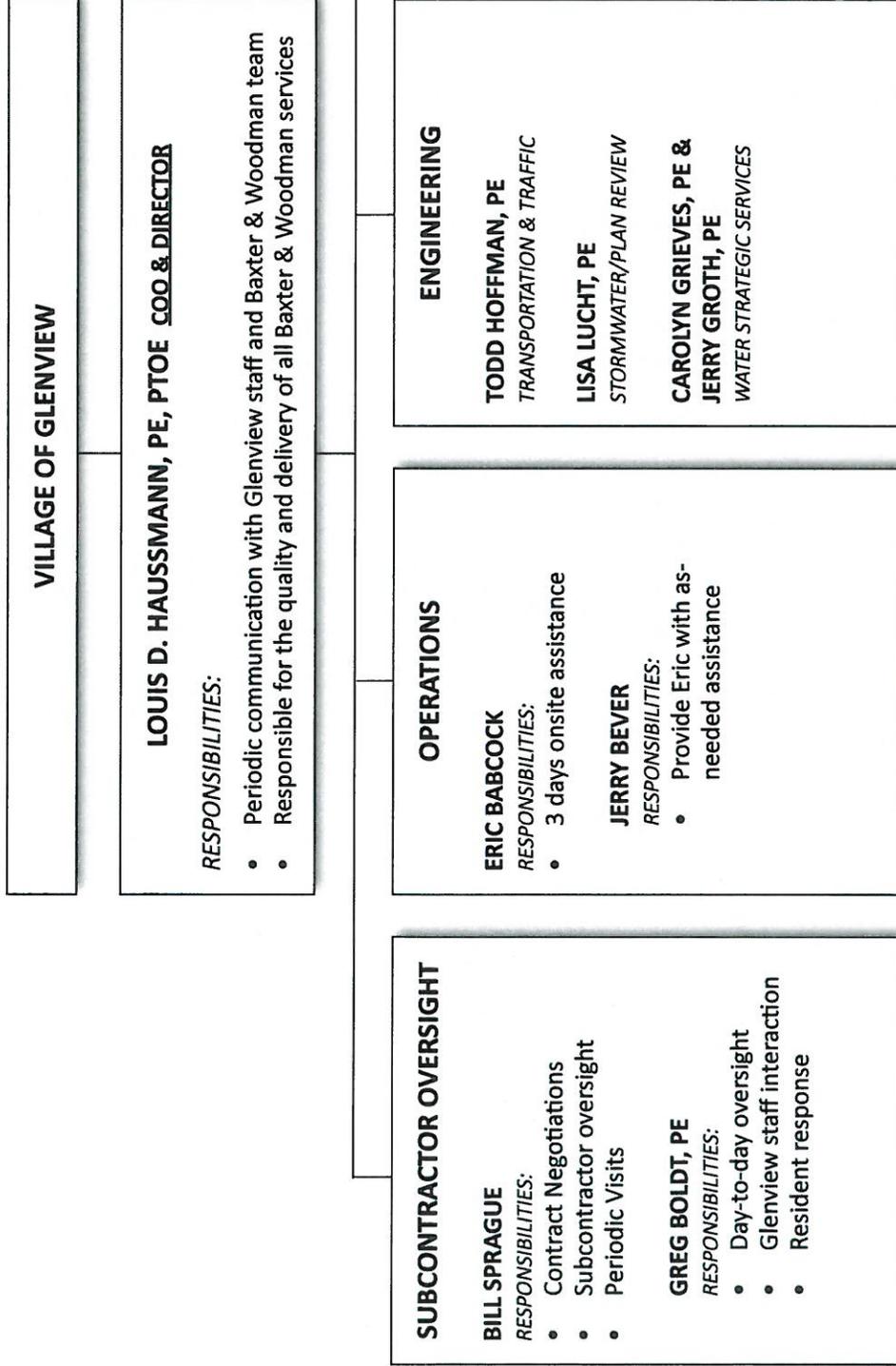
By: _____
Its: _____

Date: _____

Date: _____



The Village of Glenview Consolidated Contractual Services



ATTACHMENT #2

Services to be Removed

The following services included in Attachment A of the Agreement dated April 5, 2010 between the Village of Glenview and Baxter & Woodman, Inc. are recommended to be removed from the work scope:

1. Plan Review (subcontractor: JAS Consultants) – as shown on pages 25 and 26 (of 58);
2. Building Inspections (subcontractor: JAS Consultants) – as shown on pages 27 and 28;
3. Plumbing Inspections (subcontractor: JAS Consultants) – as shown on page 29;
4. Electrical Inspections (subcontractor: JAS Consultants) – as shown on page 30;
5. Water Meter Reading (subcontractor: Rickman Contract Services) – as shown on pages 20 and 21.

Attachment #3

Services to be Competed (“Managed Competition”)

The following services included in Attachment A of the Agreement dated April 5, 2010 between the Village of Glenview and Baxter & Woodman, Inc. are recommended to be rebid as part of a managed competition which could result in a change of vendor:

1. Traffic Signal Maintenance (subcontractor: Lyons Pinner) – as shown on pages 6 – 9 (of 58);
2. General Public Works Contract Management Services – as shown on page 10;
 - a. Projects managed (with Village and Baxter & Woodman contracts) include:
 - Line Painting
 - Fountain Maintenance
 - Stone and Hauling
 - Snow/ice Removal (Village Facilities and Glen Town Center)
 - Thermoplastic
 - Street Sweeping
 - Leak Detection
 - Cross-connection Control
 - Glen Town Center and Central Business District Landscaping
 - Holiday Light Installation
 - Natural Areas Maintenance
 - Sod, restoration and tree watering for plowing and water leak damage
 - Traffic Signal Maintenance
 - Various Sites Landscaping
 - Water System Oversight
 - Water Meter Testing
 - Fencing
 - Sewer Televising
 - Concrete
2. Water System Oversight and Management – as shown on page 14;
3. Water System Cross Connection Control (subcontractor: Backflow Solutions) – as shown on pages 15 – 19;
4. Water Meter Testing (subcontractor: ME Simpson) – as shown on pages 22 – 24;
5. Landscaping (subcontractor: ILT Vignocchi) – as shown on pages 31 – 41;
6. Natural Areas Maintenance (subcontractors: Tallgrass Restoration, Aquatic Ecosystems Management and ILT Vignocchi) – as shown on pages 42 – 58.